No. 14802

Supreme Court of Illinois

Dennis et al

vs.

Niantic Bank

71641

STATE OF ILLINOIS,

SUPREME COURT,

THIRD GRAND DIVISION.

No. 158

J. W. Middleton & Co., Stationers, 196 Lake St.

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable Erastus S Williams Judge of the Seventh Judicial Circuit of the State of Illinois, and sole presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the third Monday, (being the twentieth day) of February in the year of our Lord One Thousand Eight Hundred and Sixty five and of the Independence of the said United States the Eighty Ninth

Present, Honorable Erastus S Williams Judge of the 7th Judicial Circuit of the State of Illinois.

Charles H Reed States Attorney.

John A Nelson Sheriff of Cook County.

Attest, Wm L Church Clerk.

Be it Remembered that heretofore. towit: on the 20th day of February A.D. 1865. there was filed in the Circuit Court of said County of Cook a Certain Transcript of the Records of the Superior Court of Chicago. Bond for Costs. Bill of Complaint and Amendments thereto, Writs of Summons with the Returns of the officer Endorsed. Notice with Certificate of the publisher attached, and other papers filed in Same Cause. in words and figures following. towit:

Transcript of Record &c.

United States of America
State of Illinois County of Cook } S.S.

Pleas before the Honorable the Judges of the Superior Court of

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

Present. the Honorable John M Wilson Chief Justice of the Superior Court of Chicago

Van H Higgins
Grant Goodrich } Judges
Joseph Newton. Prosecuting Attorney
David A Hammond. Sheriff of Cook County

Attest. Thomas B Carter Clerk.

Be it Remembered that heretofore, to wit: on the fifth day of November in the Year of our Lord One Thousand Eight Hundred and Fifty Eight. Said day being one of the days of the November Vacation Term of the Cook County Court of Common Pleas the following among other proceedings was had in said Court and entered of Record. to wit:

Robert B Dennis
vs Bill.
Lyman Trumbull. Et al

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This day Comes the Said Com-
plainant by W J Burgess his Solicitor
And King Scott & Wilson appear as Solicitors
for Said Defendants. And on their Motion
And by Consent of Complainants Solicitor
it is ordered that Said defendants King
& Merchants & Mechanics Bank and who have
been duly Served, have until first Monday
in January next to plead, Answer or demur
to Said Complainants bill in this Cause.

Said afterwards, towit: on the first day of
December in the year aforesaid. Said day
being one of the days of the November Last
Special Terms of the Cook County Court of
Common pleas the following among other
proceedings was had in Said Court and
Entered of Record, towit.

Robert B Dennis

vs

Bill.

Lyman Trumbull, The Merchants and
Mechanics Bank of Chicago Stephen
Pierson Jr. Daniel Davidson William
H King Francis Sibley Wallam
Reeves and Richard K Swift.

And now at this
day again Comes the Said Complainant by
W J Burgess his Solicitor and due proof

Service of Process of Summons issued in this Cause, having been had on the defendants Richard K Swift Lyman Trumbull and Stephen Bronson Junior more than ten days before the present term of this Court, And on motion it is ordered that the said defendants— Richard K Swift Lyman Trumbull and Stephen Bronson Junior plead answer or demur to said Complainants Bill of Complaint in this Cause within ten days from this day.

And afterwards, towit: on the Twenty fourth day of December in the Year aforesaid, Said day being one of the days of Said November Land Special Term of Said Court the following amongst other proceedings was had in Said Court and Entered of Record, towit:

Robert B Dennis

vs

Bill.

Lyman Trumbull, The Merchants and Mechanics Bank of Chicago Stephen Bronson Jr. Daniel Davidson Williams Orrin Francis Tefft Williams Hewes and Richard K Swift

And now at this day again comes the said Complainant by W J Burgess his Solicitor, and the defendants

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Merchants and Mechanics Bank of Chicago and William A King by King Scott & Wilson their Solicitors also Come and on their Motion and by Consent of Complainants Solicitor, it is Ordered that the Rule to plead Answer or demur heretofore Entered herein Requiring the said Merchants and Mechanics Bank of Chicago and William A King defendants herein to plead Answer or demur to said Complainants bill in this Cause within ten days be further Extended to said defendants to first Monday of February next.

And afterwards, to wit: on the fifteenth day of January in the year of our Lord one Thousand Eight hundred and fifty nine said day being one of the days of the January Special Term of said Court, the following among other proceedings was had in said Court, and Entered of Record to wit:

Robert B Dennis

vs

Bill.

Lyman Trumbull, The Merchants and Mechanics Bank of Chicago, Stephen Pearson Jr, Daniel Davidson William A King, Francis J Tietch William Reeves Richard K Swift and the Mantick Bank

And now at this day again Comes the said Complainant by W. J. Burgess his Solicitor and on his motion leave is given the said Complainant to Amend his Bill filed in this Cause by making the Atlantic Bank party defendant thereto.

And afterwards, to wit: on the Twelfth day of December in the Year of our Lord One Thousand Eight Hundred & Sixty two said day being one of the days of the December Term of the Superior Court of Chicago, the following among other proceedings was had in said Court and entered of record, to wit:

Robert B Dennis
vs
Lyman Trumbull The Merchants and Mechanics Bank of Chicago Stephen Bronson Jr. Daniel Davidson William H. King James Sutter William Mewes Richard S. Swift and the Atlantic Bank

Order Sustaining demurrer & Change of Venue

And now at this day Comes the parties to this Cause by their Solicitors, and the Cause Coming on now to be heard upon the Motion of said defendant to take up the hearing upon the demurrer to the bill of Complaint in said Cause and Messrs King and Scott being heard in support

of the demurrer to the said Bill of Complaint and William T Burgess Esquire in opposition thereto and the Court being fully advised in the premises. it is Considered by the Court that the demurrer should be sustained to the said bill of Complaint and thereupon on motion of the Solicitor for said Complainant and by and with the Consent of the Solicitor for said defendants it is Ordered by the Court that the said Complainant have leave to Amend his said bill of Complaint genral-ly. And therefore on motion of the said Complainants Solicitor and by and with the Consent of the Solicitors for said defendants, it is Ordered that the Venue in said Cause be Changed to the Circuit Court of Cook County in the State of Illinois. and that the Clerk of this Court Certify and transmit to the Clerk of the Circuit Court of Cook County a full transcript of the Records and Proceedings in said Cause with all the papers filed in the Cause together with the Order directing the Change of Venue.

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

I Thomas D Carter Clerk of the Superior Court of Chicago within and for the County and State aforesaid. do hereby

Certify that the above and foregoing is a full transcript of all the Orders Entered of Record in Court, in a Certain Suit on the Chancery Side thereof, wherein Robert B Dennis is Complainant Lyman Glymsbell et als Defendants. And I further Certify that the accompanying papers, marked A to J inclusive are all the papers appertaining to said Suit Except a Certain Demurrer to the Bill of Complaint which appears to have been lost.

In Testimony whereof, I hereunto Subscribe my Name and affix the Seal of said Court, at the City of Chicago, in said County, this 18th day of February A.D. 1863.

Thomas Baxter, Clerk.

Seal

Bond for Costs.

In the Cook County Court of Common Pleas } In Chancery.

Robert B Dennis

vs

Lyman Glymsbell The Merchants and Mechanics Bank of Chicago Stephen Pearson jr Daniel Davidson Wickham Perkins Francis J Eitch William Reeves and Richard L Swift. } Bill.

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I do hereby enter myself Security for Costs in the above entitled Cause, and agree to pay all Costs which shall accrue therein either to the opposite parties or to the officers of said Court.
Octr 7th 1858. W. F. Burgess.
Endorsed. Filed Octr 7. 1858.
W. Kimball. Clerk.

Bill of Complaint.

In the Cook County Court of Common Pleas

To the Hon. John M. Wilson Judge of said Court } In Chancery Sitting

State of Illinois }
County of Cook } ss.

Humbly Complaining shows unto your Honor, your Orator Robert B. Dennis of Cleveland in the State of Ohio that on or about the 2d day of November in the year One Thousand Eight hundred and thirty Eight Richard H. Swift a defendant in this Bill of Complaint purchased from the Government of the United States at the Land Office in all that Certain tract of land and premises situate in said County of Cook and described and otherwise known as the North East quarter

of Section thirty five (35) in Township forty (40) North of Range thirteen (13) East of the third principal Meridian Containing one hundred and Sixty Acres of land and paid therefor the Sum of Two hundred dollars and thereupon a patent issued to him for the same dated the 21st day of May 1844. as by said Patent reference being thereto had will more fully appear.

And your Orator further shows upon his information and belief. that on or about the nineteenth day of October A.D. 1846. the said Richard S Swift then being the owner in fee of said Lot made and delivered to one Daniel Davidson another Defendant in this Bill of Complaint a certain instrument under Seal dated that day & thereby in Consideration of the Covenants therein Contained to be kept by said Daniel Davidson did demise and lease to him all the undivided one third part of the said tract of land and premises known and described as the North East Quarter of Section No thirty five (35) in Township No. forty (40) North of Range No thirteen (13) East of the third principal Meridian Called the Stone quarry Lot And being the same premises in this Bill above described To Have and To Hold the

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same to said Davidson from the 19th day of October A.D. 1846. for ever or until that Lease should Cease by the terms thereof. And the said Davidson in Consideration of such letting did thereby Among other things Covenant and agree with the said Swift to pay him as Rent for the said demised premises the Sum of One Hundred dollars for each year that he or his Assigns might hold the possession of said premises and payable as follows. to wit. Fifty dollars at the date thereof and fifty dollars at the End of each and every half year from and after the date thereof. And also pay all taxes and Assessments that might be Charged or assessed thereon, pending the Existence of that Lease. And also that he would not underlet the said premises or assign the said Lease without Consent in writing of said Swift. And it was also thereby further Among other things agreed between said parties to said Lease that if said Rent should be behind or unpaid that said Swift might Enter and declare the Lease forfeited at his Election. And also that if said Davidson should first have performed his Covenants Contained in said Lease then the said Davidson at his own option might pay said Swift at

any time the Sum of Seven Hundred Dollars over and above the Amount of the Rents which might have become due thereon and in addition thereto. and the said Swift would deliver his own dwelling house in Chicago Execute and deliver in person or by Attorney duly authorised a good and Sufficient Warranty Deed or Deeds and thereby Assign and Convey to said Davidson his heirs and Assigns a good and indisputable title and all the right title and interest of said Swift to the premises therein above described with their appurtenances. And that the time mentioned for the payment of the aforesaid Sums of Money was Expressly made of the Essence of the Contract as by the said Contract when produced reference being thereto had will more fully appear. which Contract was Executed by both of the parties thereto and filed for Record in the Recorders office of said County on the 6th day of February AD One Thousand Eight hundred and fifty four and Entered in Book No. 72. of Deeds page 408 &c.

And your Orator further shows upon his information and belief that thereupon the said Daniel Davidson Entered into the possession of the Lands and premises described

in said Lease and Contract and paid the Rents accruing due thereunder from time to time until the Seventh day of November 1853.—

And your Orator further shows upon his information and belief that the said Daniel Davidson so holding said Agreement and having made all payments due by the terms thereof, William H King another defendant in this Bill of Complaint on the 28th. day of November (A.D. 1853) One thousand Eight hundred and fifty three in this Court on the Common Law Side thereof by the Consideration and judgment of this Court Recovered against said Daniel Davidson and Armintar Davidson the sum of one thousand forty seven dollars & Seventy Six Cents ($1047.76) for the damages which the said William H King had sustained by reason of the non-performance by said Davidsons of Certain promises and undertakings then lately made by them and also their Costs of Suit by them in that behalf expended taxed at $5.85/100 as by the Record of the said judgment now in the office of the Clerk of this Court will more fully and at large appear.

And your Orator further shows that

afterwards the said judgment remaining in full force and effect not reversed and the damages and Costs aforesaid unpaid the said King within one year after the rendition thereof and on the 30th day of November A. D. 1853. Issued out of said Court an Execution upon said Judgment directed to the Sheriff of Lee County to Execute which said Writ afterwards was returned to the office of the Clerk of said Court with the return of said Sheriff thereto thereon endorsed that he had made Ninety two Dollars and Seventy five Cents thereon and paid the same to the said King and as to the balance that he could find no property of the Defendants in his County whereof to make the same as by said Execution and return reference being thereunto had will more fully and at large appear.

And your Orator further shows unto your Honor that upon the rendition of said judgment Execution having so been issued thereon within One year after such rendition the same became and was a lien on the said Real Estate in the said Indentures of Lease or Contract hereinbefore described and said Land and Real Estate liable to be sold to satisfy the same.

And your Orator further shows unto

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your Honor upon his information and belief that afterwards and on or about the 13th. day of January A.D. 1854. the said William H King sold and assigned the said Judgment to Francis J Fitch and William Reeves who afterwards and on the 5th. day of May A.D. 1857. One thousand Eight hundred & fifty seven sued out of said Court an alias Execution directed to the Sheriff of Cook County upon said judgment by which said Sheriff was Commanded that of the lands and tenements goods and Chattels of Daniel Davidson and Armintar Davidson in his County he should Cause to be made the Sum of Ten hundred and forty Seven Dollars and Seventy Six Cents ($1047.76) Damages and Costs of Suit then lately recovered in said Court by William H King Plaintiff against said Daniel and Armintar Davidson defendants whereof they were Convict as appeared of Record and to have those Moneys ready in Ninety days from the date thereof to render unto the said Plaintiff for his damages and Costs aforesaid &c. which said Execution afterwards and on the same day came into the hands of John L Wilson then Sheriff of said County to Execute and was by him levied on the lands and real Estate herein above described and afterwards

And on the 28th day of May in the Year last aforesaid said Sheriff sold the same at Public Vendue (the time and place of the sale thereof having been duly advertised according to Law) to William A King for the sum of five hundred and eighty dollars and twenty six Cents $580 26 And returned said Execution to said Clerks Office, with his return thereon that he had made the said Sum of Money by Sale of said real Estate and made the Certificates of such Sale one of which he filed in the office of the Recorder of said County and the other delivered to said King as by the said Execution and the Certificates of Sale reference being thereto had will more fully appear and to which your Orator prays leave to refer.

And your Orator further shows that afterwards and on the twenty Seventh day of August A D one thousand eight hundred and fifty Eight Your Orator by the judgment and Consideration of the Circuit Court of Cook County on the Common Law Side thereof, recovered against the said Daniel Davidson the Sum of Nine Thousand two hundred and Ninety five Dollars $9295 for his damages by occasion of the non performance of Certain promises

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and undertakings then lately made by said Daniel Davidson and also his Costs of Suit whereof the said Davidson is Convict as by the Records of said Court reference being thereto had will more fully appear and to which for greater Certainty your Orator prays leave to refer.

And your Orator further shows unto your Honor that on the 27th. day of August A D 1858 he sued out an Execution upon said last mentioned Judgment directed to the Sheriff of Cook County under the Seal of the Court dated the day and year last aforesaid whereby the said Sheriff was Commanded that of the Lands and tenements Goods and Chattels of the said Daniel Davidson in his County he should Cause to be made the Sum of Nine thousand two hundred & Ninety five Dollars damages which theretofore by your Orator had been recovered against said Daniel Davidson and which by the Judgment and Consideration of the said Circuit Court had been adjudged to your Orator and Costs of Suit - whereof said Davidson was Convict. And to have those Moneys ready in Ninety days from the date thereof to render unto the said plaintiff your Orator - as by said Writ now

on file in the office of the Clerk of the said Court reference being thereto had will more fully appear.

And your Orator further shows that as such Judgment Creditor of the said Daniel Davidson and with the intent and for the purpose of redeeming said Lands so sold from the said Sale thereof to said William H King your Orator delivered said Execution to the said John L Wilson then Sheriff of said County on the 27th. day of August AD 1858 who thereupon indorsed upon said Execution a levy upon the said Lands and premises so sold, and thereupon on the day and year last aforesaid your Orator as such Judgment Creditor as aforesaid and to redeem said Lands from said Sale to said King, paid in to the said Sheriff in Gold and Silver Coin the sum of $652 Six hundred fifty two Dollars and Eighty Cents. being the amount for which said Lands were so sold as aforesaid and interest thereon at ten per Centum per Annum to the said last mentioned day. who thereupon then and there receiving the said sum of Money from your Orator did grant unto your Orator a Certificate of such Redemption which Certificate was duly filed for record in the Recorders office of

Said County on the twenty eighth day of August A.D. 1858. And to which for greater Certainty as to the Contents thereof your Orator prays leave to refer.

And your Orator further shows that at the time of such Redemption by your Orator as aforesaid from said Sale of said Lands to said King as aforesaid more than twelve and less than fifteen months had elapsed and that neither the said Daniel Davidson or any grantee of his had within said twelve months Redeemed said Lands from said Sale nor any other judgment Creditor within the three months after the Expiration of said twelve months hath Redeemed or offered to Redeem the same therefrom —

And your Orator further shows that afterwards the said Sheriff having duly advertized the time and place of Sale according to Law did on the twenty third day of September A.D. 1858. Sell the said Lands and premises to your Orator at Public Auction, at the North door of the Court House in the City of Chicago for the Amount so paid by him for the Redemption thereof and ten per Cent interest thereon from the time of said Redemption to the time of said Sale

And did thereupon make and execute to your Orator as such Sheriff as aforesaid his deed whereby after reciting among other things the recovery of said judgment by said King the issuing of Execution thereupon and Sale of said Lands thereunder to him the recovery of said judgment by your Orator and the issuing of Execution thereupon, the levy & redemption of your Orator from said Sale to said King, and Sale to your Orator, Conveyed said Lands and premises to your Orator his heirs and Assigns. as by said deed bearing date the day of September A.D. 1858 now on record in the said Recorders office will more fully appear and to which your Orator prays leave to refer.

And your Orator further shows that thereby he acquired the title estate & interest which at the date of the recovery of said judgment was vested in the said Daniel Davidson in and to said Lands whether legal or Equitable, and particularly the right under said Indenture of Lease to ask demand and receive of and from said Swift or the person or persons to whom he such or may have transferred the same a Conveyance thereof at such time manner and place as the said Davidson might otherwise

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have claimed the same.

And your Orator further shows upon his information and belief that on the twenty third day of January in the year One thousand Eight Hundred and fifty four your Orator by the judgment and Consideration of this Court on the Common Law Side thereof recovered against the said Daniel Davidson the Sum of Six thousand and twenty five Dollars for his damages by occasion of the non performance of Certain promises & undertakings then lately made by said Daniel Davidson and also his Costs of Suit whereof said Daniel Davidson is Convict as by the Record and proceedings thereof now remaining of record in the Office of the Clerk of this Court reference being thereunto had will more fully and at large appear and to which your Orator prays leave to refer.

And your Orator further shows that on the 23rd day of January 1854 and within one year after the rendition of said judgment your Orator sued out of said Court an Execution upon his said judgment directed to the Sheriff of Lee County which hath been by him returned no property found to satisfy the same. As by said writ and said return now of record in this Court reference

being thereto had will more fully appear and to which your Orator prays leave to refer.

And your Orator further shows that afterwards your Orator sued out upon his said last mentioned judgment an alias Execution dated the 5th day of January A.D. 1856. directed to the Sheriff of Cook County under the Seal of the Court whereby said Sheriff was commanded that of the Lands and tenements goods and Chattels of said Daniel Davidson he should cause to be made the Sum of Six thousand and twenty five dollars damages and Costs of Suit which lately in said Court your Orator had recovered against the said Daniel Davidson whereof he was convicted. And to have those moneys ready in thirty days from the date thereof to render unto the said plaintiff your Orator as by said Writ to which your Orator prays leave to refer will more fully appear which Writ afterwards and on the 8th day of February A.D. 1856 came into the hands of James Andrew Shew, ~~of the said last~~. Sheriff of said County and was by him on the said last mentioned day levied upon the said land and tenements above described. And afterwards and on the 12th day of May 1856 the said Sheriff having first duly

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advertised the time place and terms of Sale. Sold the said Lands and premises at Public Vendue to your Orator at the North Door of the Court House in the City of Chicago. under said Execution for the Sum of Six thousand nine hundred Seventy Seven Dollars and thirty Cents ($6977.30) and returned said writ and made duplicate Certificates of said Sale. And afterwards and on the Sixth day of October A.D. 1858 said Lands not having been redeemed from said Sale John D Wilson Successor in office to the said James Andrew made to your Orator a Deed of that date of said premises Conveying the same to him under said Judgment Execution and Sale. as by said Deed now in your Orators possession reference being thereto had will more fully appear and to which your Orator prays leave to refer.

And your Orator further shows unto your Honor that on the Second day of November A.D. 1857 the said Fitch & Reeves filed their Bill of Complaint on the Chancery Side of this Court against Daniel Davidson Armintar Davidson and Stephen B Jones Jr. Setting forth among other things the Recovery of said Judgment by William H King and its Assignment to them as is hereinbefore alleged

and that the said Daniel Davidson held and owned some legal or Equitable title or interest in one third part or more of the lands and premises which have been hereinbefore described upon which said judgment was a lien and said Bronson pretended to have some title claim or interest in the said Land but subject to the lien of said judgment and praying among other things that the property of said Davidson might be made liable to the payment of said judgment which said Bill is still pending in this Court not disposed of in any way process having been duly served upon all of said Defendants therein the said Bronson having filed his Answer to which no Replication hath been filed and the other Defendants their pleas.

And your Orator further shows upon his information and belief that on or about the ninth day of March in the year One thousand eight hundred and fifty three the said Daniel Davidson being desirous of borrowing money applied to the Merchants & Mechanics Bank of Chicago for a loan of money and for future accommodations. And thereupon it was agreed between them that they would loan him money at that time and make further and other

advances to him thereafter. And to secure said Bank therein the said Davidson was to assign over said Lease from said Swift and the said Bank to Execute a defeasance or Receipt Expressing the Conditions upon which such Assignment though absolute on its face was in fact made that Accordingly on or about the day and year last aforesaid the said Daniel Davidson made and Executed an assignment in the words and figures Endorsed upon said Lease as follows.

"Know all men by these presents that I Daniel Davidson in Consideration of One Dollar to me paid by Stephen Bronson Jr. and for divers other Valuable Consideration do hereby Sell Assign transfer and Set over to said Bronson the within and annexed indenture from R.K. Swift to me dated Oct 19 1846. and all my right title and interest in and to the premises therein described being one undivided third (1/3) part of the North East Quarter of Section Nothing five (35) Township No. forty (40) North of Range No. thirteen (13) called the Stone Quarry Lot — Witness my hands and Seal this 9th day of March 1858.

Daniel Davidson (Seal)

which said Assignment was afterwards and after the recovery of the said Judgment by the said William H King and of the said Judgment of $6025 — and Costs of your Orator and on the Sixth day of February A.D. 1854 filed in the Office of the Recorder of said County of Cook

And your Orator further shows upon his information and belief that upon that occasion the said Pearson who then was Cashier for said Bank and in whose name the said Bank did its loaning and discounting did execute and deliver to said Davidson an instrument in writing in the words and figures following. to wit.

"This Certifies that I have this 9th day of March 1853 received from Daniel Davidson an Assignment of an Indenture of Lease from R H Swift to said Davidson dated Oct 19th 1846 for one undivided ½ part of the W ½ of NW ¼ of Sec 35 Town 40 N R 13 E. And also an Assignment of an Agreement from John Dunston to Said Davidson dated January 27th 1853 for Lots 94. 95 & 96 in Butterfields Addition to Chicago as Security for all Notes Bills and Evidences of debt which I the said Pearson either for myself or for the Merchants and Mechanics Bank of Chicago may or shall discount

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for said Davidson within the Space of One Year from date And also for all Loans I may make to said Davidson as aforesaid within said period. Further it is Specially provided and agreed that in Case any Note Bill or Loan discounted or advanced to said Davidson by me the said Peterson as aforesaid shall be in default and not promptly paid at Maturity then the said Assignments and each of them Shall be absolute and unconditional and this Receipt Shall be null and Void and of no force in law or Equity time being Expressly of the Essence of this Condition.

Stephen Peterson Jr.

Which said instrument of writing was filed for Record in the said Recorders Office the 16th day of May 1854 and Entered in Book 75 Page 290 And is now Ready to be produced and proved as this Court Shall direct and to which for greater Certainty as to its Contents your Orator prays leave to refer.

And your Orator further shows that on the Sixth day of February 1854 the said Stephen Peterson Jr. produced to the said Richard H Swift the said Indenture of Lease with the said Assignment on its face purporting to sell and Convey the same to said Peterson and having offered

thereof and there the said sum of Seven hundred dollars to him and demanded a Deed from him to him said Bronson as the assignee of said Davidson of the lands therein described according to the terms and conditions of said Lease that thereupon the said Swift and his wife by deed of that date did convey the said premises to the said Stephen Bronson & which deed was filed for record in said office the 6th day of February A D 1854 and to which for greater greater Certainty your Orator prays leave to refer.

And your Orator further shows that he is not advised with Certainty as to what if any advances were made by the said Bank or said Bronson either on his own behalf or as Agent of the said Bank to said Davidson and therefore cannot say whether or not the said Assignment of said Davidson became forfeited at law by the non payment thereof but he charges that the said Assignment was made for the sole use and benefit of the said Bank and the said Bronson had no personal interest whatever in the same other than that he might have as a Stock holder in said Bank.

And your Orator further shows upon his information and belief that by

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Deed dated the 8th. day of February AD 1854 and recorded the 9th. day of February 1854 the said Davidson Conveyed the said premises to one Sherman O Tracy but your Orator charges that the said Sale and Conveyance to said Tracy was a mere sham and Contrivance that the said Tracy in fact paid no Money or other Valuable Consideration whatever for said Lot. but held the same in trust for said Bank and to cover up and keep the same away from the said Davidson and prevent his redeeming the same by paying what if anything was in fact due the said Bank.

And your Orator further shows upon his information and belief that afterwards the said Sherman O Tracy at the suggestion and request of the said Bank sold and Conveyed the said premises to Charles B Wells & Co by deed dated the 26th. day of July 1854 for a Consideration of Six thousand Dollars Expressed in the Deed but which was paid in three Notes of two thousand Dollars each payable in one, two, and three years after date with interest annually Secured by a Trust Deed to William H King with power of Sale in Case said Notes were not paid. And your Orator charges that this was a still further Cover and device to keep the said

property away from the said Daniel Davidson and prevent his redeeming the same. That said Notes were immediately transferred to the Bank who caused said Sling to proceed under the powers in that behalf contained in said trust deed and to sell said premises. And they were bid off by James H Woodworth the then President of said Bank on the 18th day of October 1855. And the said Sling thereupon made a Conveyance thereof to him of that date.

And your Orator further shows upon his information and belief that afterwards and on the 26th day of October A.D. 1855 by deed of that date the said Woodworth Pick claimed all his right title Estate and interest in and to the said Lands and premises to the said The Merchants and Mechanics Bank reciting therein that said premises had been taken for indebtedness due said Bank which said Deed was recorded the 29th day of January A.D. 1857. in said Recorders office.

And your Orator further shows that on or about the 7th day of January 1857 the said Merchants and Mechanics Bank of Chicago by Deed of that date Conveyed the said premises to Lyman Blanchard another Defendant in this Bill of Complaint who took said Conveyance in payment of an indebtedness

of said Bank then due him and with full Knowledge of such Notice as should have put him on inquiry as to the facts of all the Equities of our Orator in the premises and of the said Daniel Davidson as Charged in this Bill.

And your Orator further shows that the legal estate which at the date of the Recovery of the respective judgments under which your Orator claims title to said premises, viz: the 28th day of November A.D. 1853 and the 23d day of January A.D. 1854 was of record in said Richard H Swift in trust under the terms of said Lease and Contract and upon performance of its Conditions for said Daniel Davidson hath become vested in said Lyman Humball, And your Orator by Virtue of said Sales under said Judgments and deeds thereon made is entitled as the Assignee of said Daniel Davidson to Call upon and demand from the said Lyman Humball a Conveyance thereof upon paying to him, the said Sum of Seven hundred Dollars and interest thereon which Sum of Money your Orator is ready and willing and hath offered to pay with all Taxes assessed and paid thereon since that time.

And your Orator further shows that he has frequently and in a friendly manner demand-

ed of the said Lyman Stumball that he should Convey said premises to your Orator upon being paid said Sum of Money and Taxes and assessments.

And your Orator had well hoped that the said Lyman Stumball would have Complied with such the reasonable requests of your Orator. but now so it is may it please your honor the said Defendants Combining and Confederating with others to your Orator unknown but who when discovered your Orator prays may be made parties Defendants to this Bill how to injure and defraud your Orator in the premises absolutely refuse so to do and for reasons therefor assign a Variety of unfounded pretences. All which actings and doings are Contrary to Equity and good Conscience and tend to the manifest wrong injury and prejudice of your Orator in the premises.

To the end therefore that the said Defendants may without oath true full and perfect answer make to this Bill. their answer under Oath being hereby expressly waived.

That it may be referred to the Master to take and state an account in the premises, and that upon the Coming in and Confirmation of his report and upon the payment of such

Sum of Money as the Court shall upon final hearing direct your Orator to pay if any your Orator hereby offering to pay such Sum of Money as in Justice and Equity he ought to pay in the premises. The said Lyman Trumbull may be decreed to make a Conveyance Clear of all Encumbrance to your Orator his heirs and assigns of said premises.

And that it may be declared that your Orator is entitled to have the benefit of the said Original Suit and of the Proceedings therein and that your Orator may be at liberty to prosecute the same against the said Bowen and the other parties who since the filing thereof have become his Assignees and that for that purpose this Bill may be taken as Supplemental to the said Bill of the said Fitch and Newes.

And that your Orator may have such other or further Relief as the Nature of his Case shall require and as shall be agreeable to Equity and good Conscience.

May it please your Honor to grant process of Summons against the said Lyman Trumbull The Merchants and Mechanics Bank of Chicago Stephen Bowen Jr. Daniel Davidson William H. King, Francis J. Fitch and William Newes and Richard H. Swift to appear and

Answer this Bill and to Stand to abide by and perform the order and decree of the Court in the premises.

And your Orator will ever pray &c.

Robert B Dennis.

W H Burgess.
Sol. for Complt

Endorsed. Filed Oct 7 1858
W Kimball, Clk.

Summons and Return

State of Illinois }
County of Cook } ss.

The people of the State of Illinois to the Sheriff of said County. Greeting: We Command you that you Summon Lyman Trumbull, The Merchants & Mechanics Bank of Chicago, Stephen Bronson, Daniel Davidson, William H King, Francis S Fitch, William Reeves & Richard K Swift if they shall be found in your County personally to be and appear before the Cook County Court of Common Pleas of said County of Cook on the first day of the next term thereof to be holden at the Court House in the City of Chicago in said County on the first Monday of November next to Answer unto Robert B Dennis in his certain Bill of Complaint filed in the said Court on the Chancery side thereof, And have you then and there this writ, with an Endorsement

18.

35.

thereon, in what manner you shall have Exe-
-cuted the same. Witness Walter Kimball Clerk
of our said Court and the Seal thereof at the
City of Chicago aforesaid this 9th. day of
Oct. A D 1858.

Seal

Walter Kimball, Clerk.

Indorsed. Served this writ on the within
named Stephen Bronson & William H King &
Richard K Swift & James H Woodworth Presi-
-dent of the Merchants & Mechanics Bank by de-
-livering a Copy thereof to them. the other Defen-
-dants not found in my County, the 12th.
day of October 1858. Fees & Service 2.00
& Copy 2.00
& Mile 20
1. Return 10 $4.30

John L Wilson Sheriff.
By George Anderson Deputy.

Alias Summons and Return.

State of Illinois
County of Cook } S.S.

The People of the State of Illinois
to the Sheriff of Madison County. Greeting:
We Command you as we have before that you
Summon Lyman Trumbull, The Merchants & Mechan-
-ics Bank of Chicago Stephen Bronson & Daniel
Davidson William H King Francis J Stiles
William Ives and Richard K Swift if

they shall be found in your County personally to be and appear before the Cook County of Common Pleas of said County of Cook on the first day of the next term thereof to be holden at the Court House in the City of Chicago in said County on the Second Monday of November next to answer unto Robert B Dennis in his Certain Bill of Complaint filed in the said Court on the Chancery Side thereof. And have you then and there this writ with an Endorsement thereon in what manner you shall have Executed the Same. Witness Walter Kimball Clerk of our said Court and the Seal thereof at the City of Chicago aforesaid this 28th day of October AD 1858.

Walter Kimball. Clerk.

Seal

Endorsed. Duly Executed this writ by reading the same to and delivering a true Copy thereof to Lyman Kimball one of the within Defendants this 1st day of November A D 1858 and all the rest of the Defendants are not Residents of my County.

Sheff. fees Serving 50
Copy 50
Mileage 30
Return 10
Postage 3
$1.83

J B Jol Sheff Madl. Ills
By S R Dolber Deputy

Illinois Summons and Return

State of Illinois
County of Cook } ss.

19.

37.

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

We Command you as before we Commanded you that you Summon Hawes & Hitch. William Hawes and Daniel Davidson impleaded with Lyman Kimball The Merchants and Mechanics Bank of Chicago Stephen Bronson J. William Hibbing Richard K Swift if they shall be found in your County, personally to be and appear before the Cook County Court of Common Pleas of said County of Cook on the first day of the next term thereof. to be holden at the Court House in the City of Chicago in said County on the first Monday of February next to Answer unto Robert B Dennis in his Certain Bill of Complaint filed in the said Court on the Chancery side thereof. And have you then and there this Writ with an Endorsement thereon in what manner you shall have Executed the same. Witness Walter Kimball Clerk of our said Court. and the Seal thereof at the City of Chicago aforesaid this Twenty ninth day of November A.D. 1858.

Seal

Walter Kimball. Clerk.

Endorsed. Served this Writ on the within named Defendant Wm Hawes & by delivering a Copy thereof to him. the other Defendants Can not be found in my County. the 24th day of Dec.

1858—

Fees. 1 Service . 50
1 Copy . 50
2 Mile . 10
1 Return . 10 $1.20

John Gray. Sheriff.
By A C Hesing. Deputy

Amendment to Bill of Complaint.

In the Cook County Court of
Robert B Dennis } Common Pleas. In Chancery.
vs.
Lyman Trumbull } Bill.
et als

Amendments to Bill —

Insert on page 29 after the words "taxes and assessments" as follows, to wit:

And your Orator further shows unto your honor that as he is informed and believes the said Lyman Trumbull by said claim deed dated the 20th day of July 1858. in Consideration of the sum of One Dollar therein Expressed to have been paid to him by the Miantic Bank at Westerly Rhode Island a Corporation Created and Existing under and by Vertue of the Laws of Rhode Island premised released quit claimed and Conveyed to the said Corporation all his interest in and to the Lands and premises in this your Orators Bill of Complaint described as by said Deed filed for Record in the Recorders office of said County the 27th day of August 1858—

And Entered in Book 140 Page 176 Reference being thereto had will more fully appear.

And your Orator further shows that the said Deed was made to and received by the said Mianti[c] Bank without any good or Valuable Consideration by it paid therefor, or if any such Consideration was paid it was taken in payment of a pre existing debt from the said Merchants & Mechanics Bank to said Mianti[c] Bank and with Knowledge on the part of said Mianti[c] Bank or of their Agents or their Servants either actual or Constructive of the Rights of your Orator in the premises and of those under whom he Claims. And he prays that the said Mianti[c] Bank may be made party Defendant herein and process issued against it to appear and Answer this bill as amended without oath which is hereby waived

W. H. Burgess. Sol[r] for Ills

Endorsed. Filed Jany 15. 1859. W. Kimball Clerk.

Summons and Return.

State of Illinois
County of Cook } ss.

The People of the State of Illinois to the Sheriff of said County. Greeting: We Command you that you Summon the Mianti[c] Bank impleaded with Lyman Trumbull. The Merchants

and Mechanics Bank of Chicago Stephen Ryerson Jr. Daniel Davidson William H King Francis I Gitch William Reeves and Richard K Swift if it shall be found in your County personally to be and appear before the Cook County Court of Common Pleas of said County of Cook on the first day of the next term thereof. to be holden at the Court House in the City of Chicago in said County on the first Monday of February next to Answer unto Robert B Ogden in his Certain Bill of Complaint as Amended filed in the said Court on the Chancery side thereof. And have you then and there this Writ. with an Endorsement thereon in what manner you shall have Executed the same. Witness Walter Kimball Clerk of our said Court and the Seal thereof at the City of Chicago aforesaid this 17th day of January A. D. 1859. Walter Kimball. Clerk.

Seal

Demurrer.

State of Illinois } In the Cook County Court
Cook County } of Common Pleas. In Chancery.

The Demurrer of the Merchants and Mechanics Bank of Chicago. The Atlantic Bank. Seymour Plumbe and William H King four of the

21

41.

Defendants to the Amended bill of Complaint of Robert B Dennis Complainant —

These Defendants respectively by protestation not Confessing or acknowledging all or any of the matters and things in the said Complainants bill to be true, in such manner and form as the same are therein set forth and alledged. do demur thereto, and for Cause of demurrer Shew that the said Complainant hath not in and by his said Bill made or Stated such a Case as doth or ought to entitle him to any such discovery or relief as is thereby sought and prayed for from or against these Defendants. Wherefore these Defendants demand the judgment of this Honorable Court whether they Shall be Compelled to make any further or other answer to the said bill or any of the matters and things therein Contained and pray to be hence dismissed with their reasonable Costs in this behalf Sustained —

King Scott & Wilson Solrs for said Defts and of Counsel.

Endorsed. Filed April 9 1859. W Kimball. Clk.

Amendments to Bill of Complaint.

In the Superior Court of Chicago.

Robert B Dennis } In Chancery.

vs.

Lyman Trumbull } Bill
et al }

Further Amendments to the Bill of Complaint in this Case.

1st Amendment. On page 19 of Bill after the words "Eight hundred and fifty three Strike out that part Commencing with the words "the said Daniel Davidson" & Ending with the words "the day & year last aforesaid" inclusive

2nd Amendment. On page 24 of Original bill after the words "Stockholder in said Bank" insert as follows, towit: "But your Orator Expressly denies that there was in fact any Money whatever advanced or loaned upon the faith of the said Security or that within the Space of One Year thereafter the said Pomeroy or the Merchants & Mechanics Bank of Chicago or the said Pomeroy for the Merchants & Mechanics Bank of Chicago discounted any Bills, Notes, or any other Evidences of debt for said Davidson or loaned or advanced to him any Money.

3rd Amendment. At the top of Page 25 of the original bill Strike out the words "and present his redeeming the Same" and in lieu thereof insert as follows "and from his Creditors and those Claiming under him and appropriate the Same to the use of the said Bank without any Consideration in fact being paid therefor. or if

in fact any advances were made in pursuance thereof to said Davidson to prevent him therefrom redeeming the same.

4th Amendment. On page 25 line 5 from bottom of page Strike out the words "and prevent his redeeming the same" and insert in lieu thereof the words "and those claiming under him as aforesaid"

5th Amendment. On page 28 after the words "since that time" insert as follows towit: "And your Orator further shows that if in fact any money was loaned or advanced upon the Credit of said assignment and the said defeasance thereof to said Daniel Davidson and by virtue thereof legally and properly a lien and charge upon the said premises as against & prior to the liens of said judgments of November 28th 1853 and January 23d 1854 which your Orator denies yet your Orator hereby offers to pay the same should this Court upon the hearing so award & decree upon an account thereof to be taken Hereafter the direction of the Court.

And your Orator further prays leave to refer to the several deeds instruments of writing and records in this bill alluded to when produced for a more full and Complete statement of their Contents and Effect respectively.

And your Orator further shows & expressly charges that he your Orator had no notice knowledge information or belief touching the said assignment and the defeasance there of or of either of them — at the time of the rendition of the judgment in his favor of the 28th January 1854 in this Court.

That as he is informed and believes that the said Merchants & Mechanics Bank or the said Atlantic Bank purchased from the said Fitch & Reeves the said judgment Entered in the name of said King and then with the intent and for the purpose of Cutting off the lien of your Orator under his said judgment upon the said premises caused the Execution of May 5. 1857. to be issued thereon and the same to be sold thereunder. That the said King paid no money either for the assignment of the judgment to him if it were made to him or upon his said purchase at the Sheriffs Sale thereunder but his pretended purchases were for the benefit of one or the other of said Banks and not for his own benefit —

And your Orator further shows as he has been informed (since the bill of Complaint was filed in this Cause) and believes that said Defendants pretend & claim that said note upon which said judgment in favor of

William H King was rendered bearing date the 9th day of July A.D. 1853. was given by the said Daniel Davidson & Armintar Davidson to the said Bronson as Cashier of or otherwise for the benefit of said Merchants & Mechanics Bank and not for his Bronsons own benefit for money borrowed from said Bank by and advanced by it to said Daniel Davidson and Armintar Davidson or one of them and that it was then and there at the time of such loan understood and agreed by & between the said Bank and the said Daniel Davidson that the said Assignment and defeasance should be held and stand as a further security for the money so loaned on that occasion beyond said note and Collateral thereto and such loan was made upon the faith thereof.

And your Orator further shows that as he is informed and believes the said William H King never in fact paid any Consideration for said note that the Judgment upon the same was Entered upon his name for the benefit of the said Merchants & Mechanics Bank it at the time being the Real owner thereof. and he its Attorney at law and professional adviser.

6th Amendment. On page 32 Strike out the words "Lyman Trumbull" and insert

in lieu thereof "The Atlantic Bank" hereby made a party defendant to this bill and to whom said Stumbell hath conveyed said premises"

7th Amendment. On page 7 in the 2d line from the bottom of page after the word — "News. who" insert as follows. to wit. "afterwards but at what particular time your Orator cannot state transferred and assigned said judgment back to the said King or to the said Merchants and Mechanics Bank or the Atlantic Bank and if to the said King then for the benefit of one or the other of said Banks and they or one of them being the Owners thereof.

8th Amendment. On 5 Page in 5th line line after the Words "and Contract" insert as follows "by paying the taxes assessed thereon (the said premises being then since know vacant and unoccupied by any one).

9th Amendment. On page 30 in line 4. after the words "in the premises" insert as follows. And your Orator insists that by reason of the Speeial and various matters set up in this bill as amended the said Defendants are Equitably barred & estopped from setting up any Claims to, or liens upon said Lands and premises as against your Orator.

10. Amendment. On page 27. Strike out

Commencing with the words "the said sum" near foot of page to the words "since that time" on page 28 - And insert in lieu thereof " such sum of money as upon taking of the account herein under all the Equities of the Case the Court may find your Orator bound to pay in order to redeem the said Lands & premises or obtain such relief as in Equity your Orator may be entitled to in the premises.

11th Amendment. On page 30. Strike out the name "Lyman Trumbull" and insert in lieu thereof "the Defendants in this Suit"

W. J. Burgess
Complts Solr.

Endorsed. Filed Dec. 12th 1862. H Blaster. Clerk.

And afterwards, to-wit: on the 11th day of November 1863. Daniel Davidson, one of the Defendants filed his appearance in writing, in said cause, in the words and figures following, to-wit:

In the Cook Circuit Court
In Chancery

Robert B Dennis
vs
The Manitee Bank Daniel Davidson
The Merchants & Mechanics Bank of Chicago
Stephen Pearson Jr William H King Francis & Fitch

Bill

William Stowes and Richard }
H Swift. }

I Daniel Davidson one of said defendants his hereby Enter my appearance in this Cause and waive the Service of process on me this Sixth day of November A D 1863

Revenue Stamp Daniel Davidson

State of Illinois }
Cook County } ss. William F Burgess of said County being duly Sworn on the above Entitled Cause says that he received from Daniel Davidson one of said defend=ants the above appearance Signed by him said Davidson. —

Subscribed & Sworn to before me this 11th. day of November 1863

Revenue Stamps Wm F Burgess

Wm L Church Clerk

And heretofore, towit: at the October Term of said Court, towit: on the 23d. day of October in the year last aforesaid the following proceed=ings, among others in said Court, were had and Entered of Record therein in said Cause, towit:

Robert B Dennis

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49.

vs.

Lyman Trumbull The Merchants and Mechanics Bank of Chicago Stephen Pearson Jr. Daniel Davidson William H King Francis H Fitch William Reeves and Richard R Swift } Bill

On motion of W G Burgess of Counsel for said Complainant it is Ordered that the Complainants Bill of Complaint filed in said Cause be and the same hereby is dismissed out of this Court as to the said Defendant Lyman Trumbull with Costs to be Taxed.

And afterwards. towit: at the November term of said Court towit: on the 18th day of November in the year last aforesaid the following proceedings among others in said Court were had and Entered of record therein in said Cause. Viz:

Robert B Dennis

vs

The Merchants & Mechanics Bank of Chicago et al. } Bill

On motion of W G Burgess of Counsel for said Complainant no objection being made thereto. it is ordered that Complainant have leave to withdraw from the files of said Cause his Replication to

his Defendants Answer therein and to amend his Bill of Complaint filed in said Cause by making James H Woodworth a party Defendant thereto.

And afterwards, towit: on the day and year last aforesaid. said Complainant by his said Solicitor filed in this Court aforesaid Certain Amendments to his Bill of Complaint in said Cause in words and figures following, viz:

In the Cook Circuit Court.
In Chancery.

Robert B Dennis
vs.
The Mantic Bank
Et al.

Further Amendments to the bill of Complaint in this Cause as amended. 1st Admendment. In the fifth Amendment filed December 12. 1862 Strike out the paragraph on the pages Commencing with the words "That as he is informed & believes" and Ending with the words his own benefit" inclusive and insert in lieu there of the following -

"That as your Orator is informed & believes James H Woodworth hereby made a party defendant to this Suit purchased from the said Fitch & Reeves the said judgment Entered in the name of said King and took a written

assignment to himself under the hands & Seals of said Fitch & Reeves dated April 7. 1857 and to which for greater Certainty your Orator refers. and then with the interest for the purpose of Cutting off the lein of your Orator under his said judgment upon the said premises Caused the said Execution of May 5 1857 to be issued thereon and said lands to be sold thereunder That the said King paid no money upon his said purchase at the Sheriffs Sale under said Execution of said lands but bid the same off for the benefit of said Woodworth or whoever in fact owned said judgment — which under the Complicated State of facts in which the defendants have involved the matters in Controversy your Orator finds it difficult to ascertain or to state"

2d. Amendment. See the 7th Amendment filed the 12th December 1862 Strike out the words from "back to the said" to the words "owners thereof" inclusive and insert in lieu thereof the words following to wit. "to James H Woodworth who".

3d. Amendment. On page 32 the bill as originally filed after the words Richard R Swift insert as follows, to wit. "James H Woodworth (to answer without Oath, answer under Oath being Expressly waived)" —

W. G. Burgess. for Compt.

And afterwards. towit: on the day and year last aforesaid said Complainant by his said Solicitor Sued out of the Court aforesaid under the Seal thereof. the peoples Certain Writ of Summons directed to the Sheriff of said County to Execute and Retured in the words and figures following. towit:

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

The People of the State of Illinois to the Sheriff of said County - Greeting: We command you that you Summon James H Woodworth impleaded with the Merchants & Mechanics Bank of Chicago Stephen Benson Jr. Daniel Davidson William H King James L Getch William Stevens and Richard M Swift if they shall be found in your County personally to be and appear before the Circuit Court of Cook County on the first day of the next term thereof. to be holden at the Court House in Chicago in said County of Cook on the first Monday of January next to answer unto Robert E Dennis in his Certain Bill of Complaint as Amended filed in said Court on the Chancery side thereof. And have you then and there this Writ with an Endorsement

2/.

53.

thereon in what manner you shall have Exe-
cuted the same. — Witness William D
Church Clerk of our said Court and the
Seal thereof. at Chicago aforesaid this 18th
day of November A. D. 1863.

Seal

Revenue Stamp

Wm D Church
Clerk.

And afterwards, to wit: on the
same day and year last aforesaid. Said
Sheriff returned said Writ into the Court
aforesaid indorsed as follows, to wit:
Served this Writ on the within named
James H Woodworth by delivering a Copy thereof
to him the 18th day of November 1863
Fees. Service 50 Copy 50 Mile 10 Return 10 = $1.20
O D Hammond. Sheriff.
By A Nelson. Deputy.

And afterwards, to wit: at the November
Term of said Court, to wit: on the 21st day of
December in the year last aforesaid. the fol-
lowing proceedings among others in said Court
were had and entered of Record therein
in said Cause. Viz:
Robert B Dennis
vs.
The Merchants and Mechanics Bank of
Chicago Stephen Benson Jr. Daniel Davidson
William H King Francis H. Fitch William

54.

James Richard St Swift
and James H Woodworth } Bill.

On motion of W. J. Burgess of Counsel for said Complainant no objection being made thereto it is Ordered that said Complainant have leave to file Amendments to his Bill of Complaint filed in said Cause pro tanto and that the said Defendants plead answer or demur to the Complainants said Bill of Complaint as Amended by the first Monday of February next.

And afterwards, to wit: on the day and year last aforesaid, said Complainant by his said Solicitor filed in the Court aforesaid Certain Amendments to his bill of Complaint in said Cause in words and figures following. Viz:

In the Circuit Court
In Chancery.

Robert A Dennis
vs.
The Manitou Bank
James H Woodworth
et al } Bill.

Further Amendments to the Bill as amended in this Cause.

1st Amendment. On page 29 of the original Bill after the words "prays leave to refer" insert as follows, to wit: And your Orator further shows upon information & belief, that the defen-

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5-5.

=dants in this Said Claim and pretend that Soon after the pendition of Said judgment in favor of Said King of November 28th. 1853. it was arranged and agreed by and between the Said Merchants & Mechanics Bank and the Said Davidson that if he the Said Daniel Davidson would give up his right to redeem Said Lands and allow the Said Swift to make a Conveyance to the Said Bronson. the Said Bank would give up to him and Cancel & Satisfy all of the indebt=edness then due from him to the Said Bank or owned or held by it. That at that time the indebtedness from Said Davidson then due to and owned held by Said Bank Con=sisted of Said judgment, one Note of twenty=five hundred dollars. made by Said Daniel Davidson to Said Bronson dated June 11. 1853. one Note for five hundred dollars dated July 2. 1853 Endorsed by Said Davidson, and an over=draft of his account in the Bank of one hundred and forty three dollars fifty Six Cents, and that the Said Daniel Davidson in pursuance of Such Arrangement did give up his right to Said Land under Said Assignment and Receipt or defeasance and did direct Said Swift to Convey Said premises to Said Bronson who thereupon in pursuance of Such Request did Convey the Same to him. And the Said Bank

discharged the said Davidson from his aforesaid indebtedness to and owned by it & surrendered to him the evidences of debt then in its possession which indebtedness thereby became fully paid.

And your Orator further shows & insists if the facts shall be as above stated and claimed to be by the Defendants to have such relief as against them as he may thereunder be entitled to.

W. H. Burgess for Compt.

And afterwards and as of the 13th day of February A.D. 1864 the said Complainant by his said Solicitor by and with the Consent of the Solicitor of the said defendants filed in the Court aforesaid, in said Cause his certain "Engrossed Bill" in the words and figures following. Viz:

fol. 1.

In the Cook County Court of Common Pleas.

To the Hon. John M. Wilson Judge of said Court in Chancery Sitting

State of Illinois } ss.
County of Cook }

Humbly Complaining Shows unto your honor your Orator Robert B. Dennis of Cleveland Ohio. That on or about the 27th day of November in the year One thousand Eight hundred and thirty Eight Richard K. Swift a defendant

in this bill of Complaint purchased from the government of the United States at the land office in — all that Certain Tract of land and premises situate in said County of Cook and described & otherwise known as the North East quarter of Section thirty five (35) in Township forty (40) North of Range thirteen (13) East of the third Principal Meredian. Containing One hundred and Sixty Acres of land and paid therefor the Sum of two hundred dollars and thereupon a patent issued to him for

2. the same dated the 21st day of May 1841 as by said patent reference being thereto had will more fully appear.

And your Orator further shows upon his information and belief. that on or about the nineteenth day of October A.D. 1846 the said Richard K Swift then being the owner in fee of said lot made and delivered to one Daniel Davidson another defendant in this bill of Complaint a Certain instrument under Seal dated that day and thereby in Consideration of Covenants therein Contained to be kept by said Daniel Davidson did demise and lease to him all the undivided one third part of the said tract of land and premises known and described as the North East quarter

of Section No thirty four (34) in Township No forty (40) North of Range No thirteen (13) East of the third principal Meridian Called the Stone Quarry Lot and being the same premises in this bill above described. To Have and To Hold the same to said Davidson from the 19th. day of October A.D. 1846. for ever or until that Lease should Cease by the terms thereof, and the said Davidson/
3. in Consideration of such letting did thereby Among other things Covenant and agree with the said Swift to pay him as Rent for the said demised premises the Sum of One hundred dollars for each Year that he or his assigns might hold the possession of said premises and payable as follows, to wit: fifty dollars at the date thereof and fifty dollars at the End of Each & every half Year from & after the date thereof and also pay all Taxes and assessments that might be Charged or assessed thereon pending the Existence of that Lease. And also that he would not underlet the said premises or assign the said Lease without Consent in writing of said Swift. And it was also thereby further Among other things agreed between said parties to said Lease that if said Rent should be behind or unpaid that said Swift might Enter and declare the Lease forfeited at his Election. And also that if said

30.

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Davidson should first have performed his Covenants Contained in said Lease then the said Davidson at his own option might pay said Swift at any time the Sum of Seven hundred Dollars /

4. Over and above the Amount of the Rents Which might have become due thereon and in addition thereto, and the said Swift would at his own dwelling house in Chicago Execute and deliver in person or by Attorney duly authorized a good and Sufficient Warranty deed or deeds and thereby assign and Convey to said Davidson his heirs and assigns a good and indisputable title, and all the right title and interest of said Swift to the premises therein above described with their appurtenances, and that the time mentioned for the payment of the aforesaid Sums of Money was Expressly made of the Essence of the Contract as by the said Contract when produced Reference being thereto had will more fully appear which Contract was Executed by both of the parties thereto and filed for Record in the Recorders Office of said County on the 6th day of February A. D. One thousand Eight hundred and fifty four and Entered in Book No 72 of deeds page 408 &c.

And your Orator further shows /

5. upon his information & belief that thereupon the said Daniel Davidson entered into the possession of the lands and premises described in said lease and Contract "by paying the taxes assessed thereon. the said premises being then and since & now vacant and unoccupied by any one" and paid the rents accruing due thereunder from time to time until the Seventh day of November 1853.

8 Amdt. Dec. 12 1862

And your Orator further shows upon his information and belief that the said Daniel Davidson so holding said agreement and having made all payments due by the terms thereof. William H King another defendent in this Bill of Complaint on the 28th day of November A D 1853 One thousand Eight hundred and fifty three in this Court on the Common Law side thereof by the Consideration and judgment of this Court recovered against said Daniel Davidson and Armentar Davidson the sum of One thousand forty Seven dollars & Seventy Six Cents ($1047 76)

6. for the damages which the said William H King had sustained by the reason of the non performance by said Davidsons of Certain promises & undertakings then lately made by them and also their Costs of Suit by them in that behalf expended taxed at $5 55 as by the record of the said judgment more in the office of the Clerk of this Court

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61.

will more fully and at large appear.

And your Orator further shows that afterwards the said judgment remaining in full force and effect not reversed and the damages and Costs aforesaid unpaid the said King within one year after the rendition thereof and on the 30th day of November A.D. 1853 sued out of said Court an Execution upon said judgment directed to the Sheriff of Lee County to execute which said writ afterwards was returned to the office of the Clerk of said Court with the return of said Sheriff thereto thereon endorsed that he had made Ninety two dollars and Seventy five Cents thereon and paid the same to the said King and as to the balance that he could find no property of the defendants in his County whereof to make the same as by said Execution and return reference being thereunto had will more fully and at large appear.

And your Orator further shows unto your Honor that upon the rendition of said judgment Execution having so been issued thereon within one year after such rendition the same became and was a lien on the said real Estate in the said indenture of Lease or Contract herein before described and said lands and real Estate liable to be sold to satisfy the same.

And your Orator further shows unto your

Stowe upon his information and belief that afterwards and on or about the 13th day of January A.D 1854 the said William H King sold and assigned the said judgment to Francis L Fitch and William Stowe "who afterwards "but at what particular time your Orator Can "not State transferred and assigned said judgment" "to James H Woodworth" who afterwards and on the fifth day of May A.D 1857

1st Amdt Dec. 12. 1862

2d Amdt Nov. 18 1863

8. one thousand Eight hundred and fifty Seven said out of said Court an alias Execution directed to the Sheriff of Cook County upon said judgment by which said Sheriff was Commanded that of the lands and tenements good and Chattels of Daniel Davidson and Armintar Davidson in his County he should Cause to be made the Sum of Ten hundred forty Seven dollars and Seventy Six Cents $1047 76 Damages and Costs of Suit there lately recovered in said Court by William H King plaintiff against said Daniel and Armintar Davidson defendants whereof they are Convict as appeared of Record And to have those moneys ready in Ninety days from the date thereof to render unto the said plaintiff for his damages and Costs aforesaid. which said Execution afterwards and on the same day Came into the hands of John L Wilson the Sheriff of said County to Execute and was by

63.

sum levied on the lands and real Estate herein above described and afterwards /

9. and on the 28th day of May in the year last aforesaid said Sheriff Sold the same at Public Vendue (the time & place of the Sale thereof having been duly advertised according to law) to William H King for the Sum of Five hundred and Eighty dollars and twenty Six Cents ($580 26/) and returned said Execution to said Clerks Office, with his return thereto that he had made the said Sum of money by Sale of said Real Estate and made the Certificates of such Sale one of which he filed in the Office of the Recorder of said County and the other delivered to said King as by the said Execution and the Certificates of Sale reference being thereto had will more fully appear and to which your Orator prays leave to refer.

And your Orator further shows that afterwards and on the twenty seventh day of August A.D. one thousand Eight hundred and forty Eight your Orator by the judgment and Consideration of the Circuit Court of /

10. Cook County on the Common Law Side thereof recovered against the said Daniel Davidson the Sum of Nine thousand two hundred & Ninety five dollars ($9295) for his damages by occasion

of the non performance of certain promises and
understandings then lately made by said Daniel
Davidson and also his Costs of Suit. whereof
the said Davidson is convict as by the Records
of said Court reference being thereto had will
more fully appear and to which for greater
Certainty your Orator prays leave to refer.

And your Orator further shows unto
your honor that on the 27th. day of August
A D 1858. he sued out an Execution upon
said last mentioned judgment directed to
the Sheriff of Cook County under the Seal of
the Court dated the day and year last afore-
said whereby the said Sheriff was Commanded
that of the lands and tenements goods and
chattels of the said Daniel Davidson in his
County he should cause to be made the sum
of Nine thousand two hundred & ninety
11. five dollars damages which then lately by
your Orator had been recovered against said
Daniel Davidson and which by the judgment
and Consideration of the said Circuit Court
had been adjudged to your Orator and Costs
of Suit whereof said Davidson was convict
and to have those moneys ready in ninety
days from the date thereof to render unto
the said plaintiff your Orator as by said Writ
now on file in the Office of the Clerk of the

63.

said Court reference being thereto had will more fully appear.

And your Orator further shows that as such judgment Creditor of the said Daniel Davidson and with the intent and for the purpose of redeeming said lands so sold upon the said Sale thereof to said William H King your Orator delivered said Execution to the said John L Wilson then Sheriff of said County on the 27th day of August A.D. 1858. who thereupon Endorsed upon said Execution a levy upon the said lands and premises so sold, and thereupon on the day /

12. And year last aforesaid your Orator as such judgment Creditor as aforesaid and to redeem said lands from said Sale to said King paid to the said Sheriff in gold and Silver Coin the Sum of Six hundred and fifty two dollars and Eighty Cents ($652.80) being the Amount for which said lands were so sold as aforesaid and interest thereon at ten per Centum per Annum to the said last mentioned day who thereupon then and there received the said Sum of Money from your Orator and granted unto your Orator a Certificate of such Redemption which Certificate was duly filed for record in the Recorders office of said County on the twenty eighth day of August A.D. 1858. and to which for greater

Certainty as to the Contents thereof Your Orator prays leave to refer.

And your Orator further shows that at the time of such Redemption by your Orator as aforesaid from said Sale of said Lands to said King as aforesaid more than twelve and less than fifteen months had Elapsed and that neither the said Daniel Davidson or any grantee of his had within said
13. twelve months Redeemed said Lands from said Sale nor any other judgement Creditor within the three months after the Expiration of said twelve months hath Redeemed or offered to Redeem the same therefrom.

And your Orator further shows that afterwards the said Sheriff having duly advertised the time and place of Sale according to law did on the twenty third day of September A.D. 1858 sell the said Lands and premises to your Orator at Public Auction at the North Door of the Court House in the City of Chicago for the Amount so paid by him for the Redemption thereof. and ten per Cent interest thereon from the time of said Redemption to the time of said Sale and did thereupon make and Execute to your Orator as such Sheriff as aforesaid his deed whereby after Reciting among other things the Recovery of said judgement by said King

34.

67.

the issuing of Execution thereupon and Sale of said lands thereunder to him. the Recovery of said judgment by your Orator and the issuing of Execution thereupon the levy and Redemption of your Orator from said Sale to said King. and Sale to your Orator Conveyed said lands /

14. and premises to your Orator his heirs & assigns as by said deed bearing date the day of September A.D. 1858. now on record in the said Recorders office will more fully appear and to which your Orator prays leave to refer.

And your Orator further shows that thereby he acquired the title Estate & interest which at the date of the Recovery of said judgment was vested in the said Daniel Davidson in and to said lands whether legal or Equitable. and particularly the right under said Indenture of Lease to ask demand and receive of and from said Swift or the person or persons to whom he hath or may have transferred the same a Conveyance thereof at such time manner and place as the said Davidson might otherwise have Claimed the same.

And your Orator further shows upon his information and belief that on the twenty third day of January in the year One thousand Eight hundred and fifty four your Orator by the judgment and /

15. Consideration of this Court recovered against the said Daniel Davidson the sum of Six thousand and twenty four dollars for his damages by occasion of the non performance of Certain promises and undertakings then lately made by said Daniel Davidson and also his Costs of Suit whereof said Davidson is convict as by the records and proceedings thereof now remaining of record in the office of the Clerk of this Court reference being thereunto had will more fully and at large appear and to which your Orator prays leave to refer.

And your Orator further shows that on the 23rd day of January 1854 and within one year after the rendition of said judgment your Orator sued out of said Court an Execution upon his said judgment directed to the Sheriff of Lee County which hath been by him returned no property found to Satisfy the same as by said writ and Return now of record

16. in this Court reference being thereto had will more fully appear and to which your Orator prays leave to refer.

And your Orator further shows that afterwards your Orator sued out upon his said last mentioned judgment an alias Execution dated the 5th day of January A.D. 1856 directed to the Sheriff of said County under

69.

the Seal of the Court whereby said Sheriff was Commanded that of the lands and tenements, Goods and Chattels of said Daniel Davidson he should cause to be made the Sum of Six thousand and twenty four dollars damages & Costs of Suit which lately in said Court your Orator had recovered against the said Daniel Davidson whereof he was Convict. And to have those moneys ready in sixty days from the date thereof to render unto the said Plaintiff your Orator as by said writ fatelus your Orator prays leave to refer will more fully appear /

1st which writ afterwards and on the 8th day of February A.D. 1856 came into the hands of James Andrew then Sheriff of said County and was by him on the said last mentioned day levied upon the said land and tenements above described and afterwards and on the 12th day of May 1856. the said Sheriff having first duly advertised the time place and terms of Sale sold the said lands & premises at public Vendue to your Orator at the North door of the Court House in the City of Chicago under said Execution for the Sum of Six thousand Nine hundred & Seventy Seven Dollars and thirty Cents ($6977.30) and returned said writ and made duplicate Certificates of

said Sale. And afterwards and on the Sixth day of October A D 1858. said Lands not having been redeemed from said Sale John L Wilson Successor in office to the ~~this~~ said James Anderson made to your Orator a deed of that date of said premises Conveying the same to him under said Judgment Execution and Sale. as by said Deed now in your Orators possession reference being thereto had will more fully appear and to which your Orator prays leave to refer /

18. And your Orator further shows unto your Honor that on the Second day of November A D 1854 the said Fitch & Hewes filed their Bill of Complaint in the Chancery Side of this Court against Daniel Davidson Executor Davidson and Stephen Bronson Jr & setting forth among other things the recovery of said Judgment by William P King and its assignment to them as is herein before alleged And that the said Daniel Davidson held and owned some legal or Equitable title or interest in one third part or more of the lands and premises which have been herein before described upon which said judgment was a lien And said Bronson pretended to have some title Claim or interest in the said lands but subject to the lien of said judgment. and praying among other things that the property of said Davidson might be made liable to the payment of said

36.

71.

judgment which said bill is still pending in this Court not disposed of in any way process having been duly served upon all of said defendants therein, the said Stevenson having filed his answer to which no replication hath been filed and the other defendants their plea /

19. And your Orator further shows upon his information and belief that on or about the ninth day of March in the year One thousand Eight hundred & fifty three the said Daniel Davidson made and executed an assignment in the words and figures Endorsed upon said lease as follows

(part stricken out by Decree of Dec 13 1862 - No 1.)

20. "Know all men by these presents that I Daniel Davidson in Consideration of One dollar to me paid by Stephen Stevenson Jr and for divers other valuable Considerations do hereby sell assign transfer and set over to said Stevenson the within and annexed indenture from B K Swift to me dated Oct 19 1846 and all my right title & interest in and to the premises therein described being one undivided third (1/3) part of the North East quarter of Section No thirty five (35) Township No forty (40) North of Range No thirteen (13) E. Called the Stone quarry lot. Witness my hand and Seal this 9th day of March 1853

Daniel Davidson (L.S.)

which said assignment was afterwards

said after the Recovery of said judgment by the said William H King and of the said judgment of $6025 & Costs of your Orator and on the 6th day of February A.D. 1854 filed in the Office of the Recorder of said County of Cook.

And your Orator further

21. shows upon his information and belief that upon that occasion the said Bronson who then was Cashier for said Bank, and in whose name the said Bank did its loaning and discounting did Execute and deliver to said Davidson an instrument in writing in the words and figures following, towit. "This Certifies that I have this 9th day of March 1853 Received from Daniel Davidson an assignment of an indenture of lease from R H Swift to said Davidson dated Oct 19 1846. for One undivided 1/3 part of the NE 1/4 of Sec 35 town 40 N.R. 13 E. and also an assignment of an agreement from John Wentworth to said Davidson dated January 27th 1853 for Lots 94. 95 & 96 in Butterfields addition to Chicago as Security for all notes Bills and Evidences of debt which I the said Bronson either for myself or for the Merchants & Mechanics Bank of Chicago may or shall discount for said Davidson within the Space of one year from date and also for all loans I may make to said)

73.

Davidson as aforesaid within said period. Further it is specially provided and agreed that in case any Note Bill or loan discounted or advanced to said Davidson by me the said Pearson as aforesaid shall be in default and not promptly paid at Maturity then the said assignments and each of them shall be absolute & unconditional and this receipt shall be null & void and of no force in Law or Equity time being expressly of the essence of this Condition — Stephen Pearson Jr." which said instrument of writing was filed for record in the said Recorders office the 16th. day of May 1854 and entered in Book 35 page 590 and is now ready to be produced and proved as this Court shall direct and to which for greater Certainty as to its Contents your Orator prays leave to refer.

Amd. Dec. 14. 1863

"And your Orator further shows upon "information and belief that the defendants "in this suit Claim and pretend that soon after "the Condition of said Judgment in favor of "said Sing of November 28 1853 it was arranged "and agreed by and between the said Merchants "& Mechanics Bank and the said Davidson that "if he the said Daniel Davidson would give up "his right to redeem said lands and allow "the said Swift to make a Conveyance to the "said Pearson the said Bank would give up

"to him and Cancel and Satisfy all of the indebt=
=Edness then due from him to the said Bank
"or owned or held by it, That at that time
"the indebtedness from said Davidson then due
"to and owned and held by said Bank Consisted
"of said judgment one note of twenty five hundred
"dollars made by said Daniel Davidson to
"said Bronson dated June 11. 1853. One Note
"for five hundred Dollars dated July 2. 1853 En=
=dorsed by said Davidson. and an overdraft
"of his account in the Bank of One hundred
"and forty three dollars & fifty Six Cents and that
"the said Daniel Davidson in pursuance of such
"arangement did give up his right to said
"land under said assignment and Receipt &
"defeasance and did direct said Smith to Convey
"said premises to said Bronson who there=
=upon in pursuance of such Request did Convey
"the same to him and the said Bank discharged
"the said Davidson from his aforesaid indebted=
=ness to and owned by it and surrendered to him
"the Evidence of debt then in its possession
"which indebtedness thereby became fully paid.

"And your Orator further shows and insists
"if the facts shall be above stated and
"claimed to be by the defendants to have such
"Relief as against them as he may thereunder
"be entitled to."

38.

75.

23. And your Orator further shows that on the sixth day of February 1874 the said Stephen Bronson jr. produced to the said Richard H Swift the said Indenture of Lease with the said assignment on its face purporting to sell and convey the same to said Bronson and having offered them and there the said sum of Seven hundred dollars to him and demanded a deed from him to him said Bronson as the assignee of said Davidson of the lands therein described according to the terms & conditions of said lease. That thereupon the said Swift and his wife by deed of that date did convey the said premises to the said Stephen Bronson jr. which deed was filed for record in said office the 6th day of February A.D 1874. and to which for greater Certainty your Orator prays leave to refer.

And your Orator further shows that he is not advised with Certainty as to what if any advances were made by the said Bank or the said Bronson father on his own behalf or as agent.

24. of the said Bank to said Davidson and therefore cannot say whether or not the said assignment of said Davidson became forfeited at law by the non-payment thereof but he charges that the said assignment was made for the sole use and benefit of the said Bank and the said Bronson had

no personal interest whatever in the same other than that he might have as a Stockholder in said Bank.

"But your Orator Expressly denies that there "was in fact any money whatever advanced or "loaned upon the faith of the said Security or "that within the Space of one Year thereafter "the said Bronson or the Merchants Mechanics "Bank of Chicago or the said Bronson for the Merchants "Mechanics Bank of Chicago discounted any bills "Notes or any other Evidences of debt for said "Davidson or loaned or advanced to him any "Money"

Dec. Answ. of Dec. 12 1862

And your Orator further shows upon his information and belief that by deed dated the 8th day of February 1854 and recorded the 9th day of February 1854 the said Bronson Conveyed the said premises to one Sherman B Gracy but your Orator charges that the said Sale and Conveyance to said Gracy was a mere fraud and Contrivance that the said Gracy in fact paid no money or other Valuable Consideration whatever for said but held the same in trust for said Bank and to cover up and keep the same away from the said Davidson /

25. "And from his Creditors and those claiming under "him and appropriate the same to the use of said "Bank without any Consideration in fact being paid

3 Answ. of Dec. 12. 1862

"therefor if in fact any advances were made
"in pursuance thereof to said Davidson to prevent
"him and them from redeeming the same." by
paying what if any thing was due the said Bank.

And your Orator further shows upon
his information and belief that afterwards
the said Sherman & Stacy at the suggestion &
request of the said Bank sold and conveyed
the said premises to Charles B Wells & by deed
dated the 29th day of July 1854 for a consideration
of Six thousand dollars expressed in the deed
but which was paid in three notes of two thous-
-and dollars each payable in one two & three
years after date with interest annually se-
-cured by a trust deed to William H King
with power of Sale in case said notes were
not paid. And your Orator charges that this
was a still further cover and device to keep
the said property away from the said Daniel
Davidson "and those claiming under him
as aforesaid." That said notes were im-
-mediately transferred to the Bank who caused
said King to proceed under the powers in
that behalf

26. Contained in said trust deed to sell said premises
and they were bid off by James H Woodworth
the then President of the said Bank on the 18th
day of October 1855 and the said King thereupon

made a Conveyance to him of that date.

And your Orator further shows upon his information and belief that afterwards and on the 26th day of October A.D. 1855 by and of that date the said Wordsworth Quit Claimed all his right title estate and interest in and to the said lands and premises to the said the Merchants & Mechanics Bank reciting therein that said premises had been taken for indebtedness due said Bank which said deed was recorded the 29 day of January A.D. 1857 in said Recorders office.

And your Orator further shows that on or about the 7th day of January 1857 the said Merchants & Mechanics Bank of Chicago by deed of that date Conveyed the said premises to Lyman Blumbell who took said
27. Conveyance in x payment of an indebtedness of said Bank then due him. And with full knowledge or such notice as should have put him on inquiry as to the facts of all the Equities of your Orator in the premises and of the said Daniel Davidson as charged in this Bill.

And your Orator further shows that the legal estate which at the dates of the Recovery of the respective judgements under which your Orator claims title to said premises viz. the 28th day of November A.D 1853. and the

110.

79.

23d day of January A.D. 1834 was of record in said Richard H Smyth in trust under the terms of said lease and Contract and upon performance of its Conditions for said Daniel Davidson hath become vested in Lyman Stumbell and your Orator by Virtue of said Sales under said judgments and deeds thereon made is entitled as the assignee of said Daniel Davidson to call upon and demand from the said Lyman Stumbell a Conveyance thereof upon paying to him "Such Sum of money as upon taking of the ac-"Count herein under all the Equities of the Case "the Court may find your Orator bound to pay "in Order to redeem the said lands & premises "or obtain such relief as in Equity your Orator "may be entitled to in the premises"

28 10th Cust. Dec 1st. 1862.

"And your Orator further shows that if in "fact any money was loaned or advanced upon "the Credit of said assignment and the said de-"feasance thereof to said Daniel Davidson and "by Virtue thereof legally and properly a lien and "Charge upon the said premises as against & "prior to the liens of said judgments of Novem-"ber 28th 1833 and January 23 1834 which "your Orator denies but your Orator hereby "offers to pay the same should this Court upon "the hearing so award and decree upon an account "thereof to be taken under the direction of the Court.

5th Cust. of 1st. Dec. 1862.

"And your Orator further prays leave to refer
"to the several deeds instruments of writing
"and records in this Bill alluded to when
"produced for a more full and Complete state-
"ment of their Contents and effect respectively.

"And your Orator further shows and Expres-
"ly Charges that he your Orator had no notice
"knowledge information or belief touching the
"said assignment or the defeasance thereof
"or of either of them at the time of rendition of
"the judgment in his favor of the 28th January
"1854 in this Court."

"That as your Orator is informed believes
"James H Woodworth hereby made a party
"defendant to this Suit purchased from the
"said Fitch & Reeves the said judgment Entered
"in the name of said King and took a writ-
"ten assignment to himself under the hands and
"Seals of said Fitch & Reeves dated April
"1857 and to which for greater Certainty your
"Orator refers and them with the intent for
"the purpose of Cutting off the Claim of your
"Orator under his said judgment upon the
"said premises Caused the said Execution of
"May 5 1857 to be issued thereon and said
"Lands to be sold thereunder that the said
"King paid no money upon his said purchase
"at the Sheriffs Sale under said Execution

1st Amdt. of Nov 18. 1863

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"of said Lands but bid the same off for the "benefit of said Woodworth or whoever in fact "owned said judgment, which under the Compli- =cated State of facts in which the defendants "involved the matter in Controversy your Orator "finds it difficult to ascertain or to State."

Continuation of 5 Amdt. of Bill. 12 Dec. 1862.

"And your Orator further shows as he has "been informed and believes that said defendants "pretend & claim that said note upon which "said judgment in favor of William H. Hungerford "rendered bearing date the 9th day of July 1853 "was given by the said Daniel Davidson and "Armintar Davidson to the said Bronson as "Cashier of or otherwise for the benefit of the said "Merchants Mechanics Bank and not for his "Bronsons own benefit for money borrowed "from said Bank by and advanced by it to "said Daniel Davidson and Armintar Davidson "or one of them and that it was then and "there at the time of such loan understood "and agreed by and between the said Bank and "the said Daniel Davidson that the said assign- =ment and defeasance should be held and stand "as a further Security for the money so loaned "on that occasion beyond said note & Collateral "thereto and such loan was made upon the faith "thereof."

"And your Orator further shows that as

"he is informed and believes the said William
"Sibley never in fact paid any consideration
"for the said note that the judgment upon
"the same was entered up in his name for the
"benefit of the said Merchants & Mechanics Bank
"it at the time being the real owner thereof and
"he its attorney at law and professional adviser."

29. And your Orator further shows that he has frequently and in a friendly manner demanded of the said Lyman Stumbell that he should convey said premises to your Orator upon being paid said sum of money and taxes and assessments.

Amend. 15 Jany 59.

"And your Orator further shows that as
"he is informed and believes the said Lyman
"Stumbell by quit claim deed dated the 20th day
"of July 1858. in consideration of the sum of
"one Dollar therein expressed to have been paid
"to him by the Mechanic Bank at Westerly
"Rhode Island a Corporation Created & existing
"under and by virtue of the laws of Rhode Island
"remised released quit claimed and conveyed
"to the said Corporation all his interest in and
"to the lands and premises in this your Orators
"Bill of Complaint described as by said deed
"filed for record in the Recorders office of said
"County the 27th day of August 1858 and lectured
"in Book 110 page 176 reference being thereto

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"had will more fully appear.

" And your Orator further shows that "the said deed was made to and received by "the said Mianticc Bank without any good or "valuable Consideration by it paid therefor or "if any such Consideration was paid it was "taken in payment of a pre-Existing debt "from the said Merchants & Mechanics Bank to "said Mianticc Bank, and with Knowledge "on the part of said Mianticc Bank or of their "Agents or their Servants either Actual or Construc-"tive of the Rights of your Orator in the premises "and of those under whom he Claims.

" And he prays that the said Mianticc Bank "may be made party defendant herein and "process issued against it to appear & answer "this Bill as Amended without Oath which is "hereby waived"

Original

And your Orator had well hoped that the said defendants would have Complied with such the Reasonable Requests of your Orator. But now so it is may it please your honor the said defendants Combining & Confederating with others to your Orator un-known, but who when discovered your Orator prays may be made parties defendants to this bill how to injure and defraud your Orator in the premises absolutely refuse so to do and

for Reasons therefor assigns a Variety of unfounded pretences — All which Actings and doings are Contrary/

30. to Equity and good Conscience and tend to the manifest wrong injury and prejudice of your Orator in the premises.

9th Amdt Decr 12. 1862.

"And your Orator insists that by Reason "of the several and various matters set up in "this bill the said defendants are Equitably barred "and Estopped from setting up any Claim to or "lien upon said lands and premises as against "your Orator."

To the End therefore that the said defendants may Corporal Oath true full and perfect answer make to this bill, their answer under Oath being hereby Expressly waived.

That it may be referred to the Master to take and state an account in the premises and that upon the Coming in and Confirmation of his Report and upon the payment of such Sum of Money as the Court shall upon final hearing direct your Orator to pay if any your Orator hereby offering to pay such Sum of Money as in justice and Equity he ought to pay in the premises. The said "defendants in this Suit" may be decreed to make a Conveyance Clear of all incumbrance to your Orator his heirs and assigns of said premises./

11th Amdt Decr 12 1862

31. And that it may be declared that your Orator is entitled to have the benefit of said Original Suit and of the proceedings therein and that your Orator may be at liberty to prosecute the same against the said Bronson and the other parties also since the filing thereof have become his assignees and that for that purpose this bill may be taken as supplemental to the said bill of the said Fitch & Reeves —

32. & that your Orator may have such other or further relief as the nature of his Case shall require and as shall be agreeable to Equity and good Conscience.

May it please your Honor to grant Pro=
=cess of Summons against the said
The Merchants and Mechanics Bank of Chicago
Stephen Bronson Jr. Daniel Davidson William
H Ewing Francis I Fitch William Reeves
Richard K Swift "The Merchants Bank Have=
"=ing made a party defendant to this bill
"and to whom said Stumbell hath Con=
"=veyed said premises." "James H Woodworth
"to answer without oath answer under Oath
"being Expressly waived" to appear and
answer this Bill and to stand to abide
by & perform the Order & decree of the Court in the
premises —

Robert P Dennis.

Sol. Gen. Oct. 12. 1861.

And afterwards, to-wit: on the same day and year last aforesaid, there were pleadings in said Cause by the Merchants and Mechanics Bank of Chicago by I M Woodworth its President its certain disclaimer in the words and figures following, to-wit:

State of Illinois
County of Cook } S.S. In the Circuit Court of Cook County. In Chancery

The Answer of the Merchants & Mechanics Bank of Chicago one of the defendants to the Bill of Complaint of Robert B Dennis Complainant. This Defendant reserving to itself all right of Exception to the said Bill of Complaint Says that it does not know that it this defendant to its knowledge or belief has nor does it claim or pretend to have any title right or interest of in or to the premises described in the said Bill as follows, to-wit: The undivided one third part of the south east quarter of Section thirty five in Township forty North of Range thirteen East of the third principal Meridian, situate in the County of Cook and State of Illinois, and this defendant disclaims all right title and interest in and to the said premises and every part thereof.

Seal

Merchants & Mechanics Bank of Chicago, by I M Woodworth its Pres.

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And afterwards, to-wit: on the same day and year last aforesaid there was filed in said Cause by William H King his certain disclaimer in the words and figures following. to-wit:

State of Illinois } ss.
County of Cook } ss.

In the Circuit Court of Cook County. In Chancery

The Answer of William H King one of the Defendants to the bill of Complaint of Robert B Dennis Complainant.

This defendant reserving to himself all right of Exception to the said bill of Complaint says, that he does not know that he this defendant to his knowledge or belief has nor does he claim to have any right title or interest in or to the premises described in said bill as follows, to-wit: The undivided one third part of the North East quarter of Section thirty four in Township forty North Range thirteen East of the principal Meridian Situate in the County of Cook and State of Illinois, and this defendant disclaims all right title and interest in and to the said premises and every part thereof

Wm H King.

And afterwards, to-wit: on the same

day and year last aforesaid there was filed in said Cause by the Atlantic Bank, and James H Woodworth, by Henry & Scott their Solicitors their Certain Answer in the words and figures following, towit:

fol: 1. State of Illinois
County of Cook } ss. In the Circuit Court of Cook County. In Chancery.

The joint and Several Answer of the Atlantic Bank and James H Woodworth two of the defendants to the Original and Amended bill of Complaint of Robert B Dennis Complainant.

These defendants now and at all times hereafter Saving and Reserving to themselves and Each of them all benefit and advantage of Exception which Can or may be had or taken to the many Errors uncertainties and other imperfections in the said Complainants Original and Amended bill of Complaint Contained. for Answer thereunto or unto so much and such parts thereof as these defendants are advised is or are Material or necessary for them or either of them to make answer unto, they these defendants Severally answering. Say. that the said Atlantic Bank is the Owner in fee Simple absolute of the following described premises. towit: the one undivided one third part of the North East quarter of Section thirty

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=ficie in township forty North Range thirteen East of the third principal Meridian, situate and being in the County of Cook and State of Illinois. That on the Sixth day of February A.D 1854 Richard K Swift was the legal
2 owner of the said premises, and on the said Sixth day of February A.D. 1854 the said Richard K Swift and Melissa his wife duly Conveyed the said premises to Stephen Peterson Jr and by a due Course of Conveyance and by a regular Chain of title the said Peoples Bank for a good and valuable Consideration became and is the owner of the said premises in fee simple absolute.

These defendants admit that on the Nineteenth day of October A.D 1846 the said Swift by an indenture of Lease and Contract demised and leased the said premises to Daniel Davidson as alleged in said Bill of Complaint, and these defendants aver that on the Ninth day of March A.D. 1853 the said Daniel Davidson duly assigned and transferred the said indenture of Lease and Contract by which the said premises were demised and leased to said Daniel Davidson as aforesaid to Stephen Peterson Jr and the said Peterson by that assignment and transfer succeeded to all the rights and privileges of the said Davidson in and to the said

indenture of lease and Contract and in and to the said premises. and these defendants further aver that said Davidson was not in the possession of the said premises after the said ninth day of March A.D. 1853. by paying taxes assessed thereon ~~and~~ or otherwise, neither did the
3 said Davidson pay the Rents accruing on or by virtue of said lease after the said assign=ment and transfer thereof to said Pearson as aforesaid. These Defendants admit that on or about the 28th day of November A.D. 1853. William H King recovered a judgment against Daniel Davidson and Armintar Davidson for the sum of $1044 1/2 for Damages besides Costs as alleged in said bill. but these defendants deny that the said Daniel Davidson held the said in=denture of lease and Contract on the 28th day of November 1853. or that he had made all payments then due by the terms thereof, or that said Daniel Davidson ever held the said indenture of lease and Contract after the said ninth day of March A.D. 1853. the day on which he assigned and transferred it to said Pearson as aforesaid.

These ~~and~~ defendants admit that said King on or about the 30th day of November 1853 sued out of the Court in which said judgment was rendered an Execution upon said judg=ment directed to the Sheriff of Lee County but

91. whether said Execution was afterwards returned as alleged in said Bill these defendants are not informed and cannot state but these defendants deny that the said judgment ever became or ever was a lien on the said premises or any part or portion thereof, and these defendants also, deny that the said premises or any part or portion thereof were ever legally sold to satisfy said judgment or any part thereof.

These defendants admit that said King assigned said judgment or the interest of said King in said judgment to Francis T Fitch and William Reeves but at what time these defendants are not advised, and that said Fitch & Reeves afterwards assigned and transferred said judgment to James H Woodworth one of these defendants.

These Defendants deny that said judgment was ever assigned to the said Atlantic Bank and also deny that the said Atlantic Bank ever had any interest in the said judgment.

These defendants admit that on or about the 5th day of May 1857 an alias Execution was issued out of the York County Court of Common Pleas upon said judgment as stated in said bill and that said Execution was levied by the then Sheriff of said County on the said premises, and that the said Sheriff on the 28th

day of May 1859 sold the said premises on and by virtue of said Execution to said Sluig, but these defendants deny that said alias Execution was issued out by said Sluig or by these defendants or either of them.

And these defendants aver that, the said sale of said premises to said Sluig by said Sheriff under and by virtue of said alias Execution was null and void so far as the title interests & rights of the said Atlantic Bank is and to the said premises are concerned, that said Daniel Davidson had no interest in said premises subject to levy and sale on or by virtue of said Execution or said judgment. These defendants have been informed that on the 27th day of August 1858 the said Complainant recovered a judgment against the said Daniel Davidson for the sum of $9295. damages besides Costs as alleged in said Bill but these defendants have been informed and believe it to be true and aver the fact to be that the said last mentioned judgment was so recovered by Collusion by and between the said Complainant and the said Daniel Davidson that it was not for a bona fide consideration or indebtedness from said Daniel Davidson to said Complainant that it was by a fraudulent Confession of the judgment by said Daniel Davidson without

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the Service of any Process and without any bona fide indebtedness.

These defendants have been informed that on or about the 27th. August 1858 the said Complainant sued out an Execution on the said last mentioned judgment and delivered the same to the Sheriff of Cook County as alleged in said Bill and to redeem said premises from, said Sale to said King said said Sheriff $652 80/100 and that said Sheriff granted to said Complainant a Certificate of such Redemption. These defendants are not informed save by said bill and cannot state as to their belief or otherwise whether on the 23d. of September 1858 the Sheriff of said Cook County sold said premises to said Complainant as alleged in said bill, or for the amount alleged in said bill. or whether the said Sheriff executed to said Complainant a deed of said premises as alleged in said bill. but leave the said Complainant to prove the same.

These defendants deny that said Daniel Davidson on the 23d. day of September 1858 or on the 27th. day of August 1858 or at any other time since the 9th. day of March 1853 had any title Estate or interest in the said premises liable to levy or Sale under any judgment or Execution and these defendants deny that

the said Complainant at any time had any right under the said indenture of lease and Contract or otherwise, to ask, demand or receive of or from said Swift or any other person or persons to whom the same may have been transferred a Conveyance of said premises.

And these defendants deny that the said Complainant acquired any right title estate, or interest in or to the said premises by virtue of or on account of any sale or pretended sale or any deed or Conveyance of said premises by the Sheriff of said County of Cook to said Complainant or otherwise.

These defendants have been informed that on or about the 22d day of January 1854 the said Complainant recovered a judgment in the Cook County Court of Common Pleas against the said Daniel Davidson for the sum of $6025— damages or thereabouts, besides Costs, but these defendants have no knowledge information or belief whether or not on the 23rd day of January 1854 the said Complainant sued out an Execution upon the said last mentioned judgment as alleged in said bill. These defendants have been informed and believe it to be true and so charge the fact to be that the said last mentioned judgment was without Consideration and was and is fraudulent and void as to

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these defendants and as to the rights and interests of these defendants.

And these defendants aver that the said last mentioned judgment was merged in and constituted the consideration of the said judgment which the said Complainant recovered against the said Daniel Davidson on the 23rd day of August 1858 by confession as
8. aforesaid and, that the said judgment recovered the said 22d day of January 1874 was thereby extinguished and became null and void even if it ever had existed in force, and even if it were not fraudulent and void as to these defendants. These defendants are ignorant as to whether the said Complainant sued out an alias Execution bearing date January 1st 1858 on said last mentioned judgment as stated in said Bill or whether it was by the Sheriff of said Cook County on or about the 8th day of February 1856 levied on the said premises as alleged in said bill. or whether the said premises were on or about the 12th day of May 1856 sold by the said Sheriff to said Complainant under said Execution for the sum of $6977 3/100 as alledged in said bill, or whether said Sheriff made a deed of Conveyance of said premises to said Complainant on or about the 6th day of October

1858 as alleged in said bill. but these defendants leave the said Complainant to prove the same

And these defendants deny that said Complainant acquired any title or interest in or to the said premises by or on account of the levy Sale and Conveyance last above mentioned even if such levy Sale and Conveyance were made as alleged in said bill. And these defendants aver that if said last mentioned levy Sale & Conveyance were made as alleged in said bill the said last mentioned judgment was thereby fully satisfied and discharged.

These defendants admit and aver that on the ninth day of March 1853 the said Daniel Davidson duly Executed to said Thomas an assignment and transfer of the said indenture of lease and Contract which assignment was annexed to said indenture of lease and Contract and was with the said indenture of lease and Contract and at the same time filed for record in the office of the Recorder of said County of York, to wit. on the sixth day of February 1854. and was recorded with said indenture of lease and Contract in said office of the said Recorder of said County of York in Book 72 of Deeds.

These defendants are ignorant whether

97. the said Bronson on or about the 9th day of March 1853. signed and delivered to said Daniel Davidson an instrument in writing in the words and figures as alleged in said bill and these defendants leave the said Complainant to prove the same. and these defendants deny that if the said Bronson did sign and deliver to said Daniel Davidson the said instrument. or the said instrument and the agreements therein contained became inoperative and null and void by reason of the non performance by the said Daniel Davidson of the agreements and conditions therein contained to be kept and performed by the said Daniel Davidson. the said Daniel Davidson never having kept performed or fulfilled the agreements and conditions in the said instrument contained to be kept and performed on his part.

10. These defendants admit and aver that on the 6th day of February 1854 the said Swift and his wife conveyed the said premises to said Bronson by deed of that date and that the said deed from said Swift and his wife was on that day February 6th 1854 filed for record in the office of the Recorder of said County of York and was duly recorded in said office of said Recorder of said County of York in Book

[illegible] of Deeds page 415 &c— These Defendants further answering say and aver that the Merchants & Mechanics Bank of Chicago or the said Pierson as Cashier or agent for the said Merchants & Mechanics Bank on the 9th or 10th day of March 1853 discounted to the said Daniel Davidson at his request, his the said Daniel Davidson's note bearing date the 9th or 10th day of March 1853 for the payment by the said Daniel Davidson of the sum of twenty seven hundred dollars forty five days or thereabouts after the date thereof, and the said Merchants & Mechanics Bank, or the said Pierson as Cashier or agent for the said Merchants & Mechanics Bank advanced to the said Daniel Davidson at his request on the said ninth or tenth day of March 1853 on the said note for the payment of twenty seven hundred dollars the sum of twenty seven hundred dollars, which said note for the payment of twenty seven hundred dollars has never been paid by said by said Daniel Davidson or by any one for him or on his behalf nor any part thereof. And on or about the second day of July 1853. the said Merchants & Mechanics Bank or the said Pierson as Cashier or agent for said Merchants & Mechanics Bank discounted to said Daniel Davidson at his said Daniel Davidson's request a note bearing date July

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2. 1853. or thereabouts made by the firm of Davidson & Co of which firm said Daniel Davidson was a member, and which said last mentioned Note was indorsed by said Daniel Davidson and the payment of which said last mentioned note was guaranteed by the said Daniel Davidson which said last mentioned note was made for the payment of five hundred dollars thirty
12. days or thereabouts after the date thereof and the said Merchants & Mechanics Bank or the said Bronson as Cashier or agent of the said Merchants & Mechanics Bank advanced to said Daniel Davidson at his request on or about the 2d day of July 1853 on the said last mentioned note the sum of five hundred dollars which said last mentioned note has never been paid nor any part thereof.

And on or about the eleventh day of June 1853 the said Merchants & Mechanics Bank or the said Bronson as Cashier or agent for said Merchants & Mechanics Bank discounted to said Daniel Davidson at the request of the said Daniel Davidson a note bearing date June 11 1853. or thereabouts made by said Daniel Davidson for the payment of twenty five hundred dollars, forty five days or thereabouts, after the date thereof. and the said Merchants & Mechanics Bank or the said

Bronson as agent or Cashier of said Merchants & Mechanics Bank. advanced to said Daniel Davidson at his Request on or about June 11. 1853. on the last mentioned note the sum of twenty five hundred dollars which said last mentioned note has never been paid nor any part thereof.

13. And on or about the ninth day of July 1853 the said Merchants & Mechanics Bank or the said Bronson as Cashier or agent of said Merchants & Mechanics Bank discounted to said Daniel Davidson at his Request a note made by said Daniel Davidson bearing date July 9th, 1853 or thereabouts for the payment of one thousand dollars twenty days or thereabouts after the date thereof and the said Merchants and Mechanics Bank or the said Bronson as Cashier or agent of said Merchants & Mechanics Bank advanced to said Daniel Davidson at his Request on or about the said ninth day of July 1853 on the last mentioned note the sum of one thousand dollars which said last mentioned note has never been paid nor any part thereof. And on or about the 9th day of July 1853 the said Merchants & Mechanics Bank or the said Bronson as Cashier or agent of the said Merchants and Mechanics Bank loaned and advanced to the said Daniel Davidson at his Request one

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thousand dollars on a note made by said Daniel Davidson and Armintas Davidson bearing date July 9th 1853 for the payment of One thousand dollars twenty days after the date thereof, which said last mentioned note is the same note upon which said suit recovered judgment against said Daniel Davidson and Armintas Davidson as aforesaid. And the said Merchants and Mechanics Bank in the month of March 1853 discounted to the said Daniel Davidson at his request two other notes made by said Daniel Davidson each for the payment of five hundred dollars one payable forty five days after the date thereof and the other payable sixty days after the date thereof, and the said Merchants & Mechanics Bank on or about the 15th day of March 1853 advanced to said Daniel Davidson at his request One thousand dollars on the said last mentioned two notes, which said last mentioned two notes have never been paid nor any part thereof

And on the first day of June 1853 the said Daniel Davidson was indebted to the said Merchants and Mechanics Bank in the further sum of One hundred and forty three 50/100 dollars which the said Merchants & Mechanics Bank had on or about the 27th day of May 1853 advanced to said Daniel Davidson at his

request and which was then June 1 1853 past due and unpaid, and the said Daniel Davidson was on the said first day of June 1853 in default in the payment of the said sum of $1143 56/100 and continues so in default to this day and which said sum of $1143. 56/100 was an over draft and which said sum of $1143. 56 remains due and unpaid to this day.

And these defendants further answering say that the said notes, discounted to and for the said Daniel Davidson as aforesaid were not neither was any of them promptly paid at maturity, but the same were in default of payment on the day and at the time when the said notes respectively became due and payable as aforesaid, and continued so in default up to and including the sixth day of February 1854. and continue so in default to this day, all of which said notes discounted to and for said Daniel Davidson as aforesaid continue wholly in default of payment to this day. And these defendants further say that the said notes discounted to and for the said Daniel Davidson were all upon and drew interest at the rate of ten per cent per annum And that from the twenty day of March 1853 to the fifteenth day of July 1853 there had been discounted to and loaned & advanced

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to the said Daniel Davidson by the said Merchants Mechanics Bank or by said Bronson as Cashier or agent for said Merchants Mechanics Bank at different times sums amounting in the
16. aggregate, to Eight thousand Eight hundred and forty three $^{00}/_{100}$ dollars. all of which was due and payable at different times before the 15th day of August 1853. and default in the payment of all which sums so as made at the maturity or times at which the said several sums ought and were pro=mised by said Daniel Davidson to have been paid, and such default in the payment of the said several sums as aforesaid Con=tinued until the 6th day of February 1854 and still continues.

And these defendants further answering say that if the said Bronson Executed to said Daniel Davidson the instrument purporting to bear date March 9th 1853 as alleged in said Complainants said bill the same be=came prior to August 15th 1853 void and of no force or effect in law or Equity and the said assignment of said indenture of lease and Contract from said Daniel Davidson to said Bronson thereupon became absolute and unconditional, for the reason that notes, bills, and securities of debt

and loans discounted and advanced to & for
the said Daniel Davidson by the said Merchants
& Mechanics Bank, and by said Bronson for
himself the said Bronson and by the said
17. Bronson for and on account of the said Merchants
Mechanics Bank from the 9th day of March 1853
to the 15 day of August 1853. were not promptly
paid at Maturity but default in the payment
thereof had repeatedly had made by said Daniel
Davidson. which default continued until and
including the 6th day of February 1854 and
still continues.

These defendants further answering
say that on or about the sixth day of Febru-
ary 1854 when the said Swift and his wife
conveyed the said premises to said Bronson
as aforesaid he the said Bronson paid to said
Swift the sum of Seven hundred dollars the Consid-
eration named in said Conveyance from said
Swift and wife to said Bronson, and also the
sum of thirty dollars for Rent then unpaid and
due to the said Swift according to the said
Indenture of Lease and Contract which said
sums of Seven hundred dollars and thirty dollars
paid by said Bronson to said Swift as afore-
said were paid for and on account of the said
Merchants & Mechanics Bank, and the same
was the money of the said Merchants and

Mechanics Bank, and were paid as the Considera-
-tion of the said Conveyance from said Swift
and wife to said Bronson of the said premises,

18. These defendants further answering say that
these defendants and the said Merchants and
Mechanics Bank have paid all taxes and
assessments levied or assessed on said premises
from and including those levied and assessed
for the year 1853 to the present time, amount
-ing to the sum of four hundred dollars
or thereabouts and that the said Mianti Bank
and its grantors have been in possession of
said premises since the 9th day of March
1853 to the present time,

These defendants further answering say
that all the discounts loans and advances
made by the said Merchants & Mechanics Bank
or by the said Bronson as Cashier or Agent
of the said Merchants & Mechanics Bank or
by the said Bronson to the said Daniel Davidson
as aforesaid from and including the 9th day of
March 1853 to the 9th day of March 1854 were
so loaned advanced and discounted upon the
faith strength and Credit of the said assign-
-ment of the said indenture of lease & Contract
by the said Daniel Davidson to the said Brown
as aforesaid, and that the said assignment was
made and received for the benefit of the said

Merchants & Mechanics Bank and the said Bronson,

19 These defendants admit that said Bronson conveyed said premises by deed to Sherman & Tracy. but deny that the sale and conveyance by said Bronson to said Tracy was either a sham or contrivance, and also deny that said Tracy paid any money or other valuable consideration for said premises, or that said Tracy held said premises in trust for said Merchants & Mechanics Bank, or that said Tracy held said premises to cover up or keep said premises away from the said Daniel Davidson or from his said Daniel Davidson's Creditors, or those claiming under him, or to appropriate the same to the use of the said Merchants & Mechanics Bank without any consideration in fact being paid therefor, or to prevent said Daniel Davidson or his Creditors or those claiming under him from redeeming the same by paying the loans advances and discounts made to the said Daniel Davidson by the said Merchants & Mechanics Bank and by said Bronson within one year after March 9th, 1853 or by paying what was in fact due to the said Merchants & Mechanics Bank as alleged in said bill.

These defendants admit that said Tracy sold and conveyed said premises to Charles B Wells & C as stated in said bill, but these

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107. 20. defendants deny that such sale and conveyance were made by said Tracy at the suggestion or request of the said Merchants & Mechanics Bank, or that said sale and conveyance by said Tracy was a cover or device to keep the said property from the said Daniel Davidson or those claiming under him — These defendants admit that the notes made by said Charles C Wells & to said Tracy were afterwards, but not immediately afterwards, transfered to the said Merchants & Mechanics Bank which caused said Sing to proceed to sell the said premises as alleged in said bill. and that the said premises were on said sale made by said Sing purchased by the said James H Wordsworth and the said Sing thereupon executed a conveyance of said premises to said Wordsworth.

These defendants further say that said Wordsworth afterwards sold & conveyed said premises to the said Merchants and Mechanics Bank. and the said Merchants & Mechanics Bank afterwards conveyed said premises to Lyman Trumbull and afterwards the said Trumbull sold and conveyed the said premises to the said plaintiff Bank for a good and valuable consideration paid by said

21. Atlantic Bank, but these defendants deny that said Grumbull took or received said Conveyance of said premises from the said Merchants & Mechanics Bank for or on account of an indebtedness of said Merchants and Mechanics Bank then due him or with knowledge or notice of any equities of said Complainant or of said Daniel Davidson in the premises, as alleged in said bill,

These defendants deny that on the 28th November 1853 or on the 23 January 1854 or at any time after March 9th, 1853 the legal estate of the said premises was of record in said Swift in trust under the terms of said indenture of lease and Contract and upon performance of its Conditions for said Daniel Davidson,

These defendants aver that the said indenture of lease and Contract and the said assignment thereof by said Daniel Davidson to said Bronson and the said deed from said Swift to said Bronson were all filed at the same time, to wit: on the 6th day of February 1854 in the Recorders Office of the said County of Cook for record and neither of them had prior to that time been recorded

These defendants deny that said Complainant is entitled to call upon the said Atlantic

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22. Bank, and demand from it a Conveyance of the said premises upon paying to the said Manistic Bank such sum of money as upon taking of the account under all the Equities of the Case the Court may find said Complainant bound to pay as alleged in said bill. These defendants deny that Either the said Merchants & Mechanics Bank or the said Manistic Bank or the said Wordsworth purchased from the said Fitch & Stevens the said judgment Entered in the name of the said King for the ~~intent~~ intent or purpose of Cutting off the lien of said Complainant under his said judgment upon the said premises, or that Either these defendants or Either of them or the said Merchants & Mechanics Bank caused the Execution of May 5 1837. to be issued thereon, or the said premises to be sold thereunder.

These defendants are not informed whether or not said King paid the money upon his purchase of said premises at the Sheriffs Sale under the said Execution issued May 5 1837 as alleged in said bill but leave the said Complainant to prove the facts, but these defendants deny that said King purchased the said premises under the said last mentioned
23 Execution for the benefit of Either the said Merchants & Mechanics Bank or these defendants or Either

of them. These defendants further say that they have no knowledge information or belief as to what any of said defendants, Except these defendants, pretend or claim in regard to the said note upon which said judgment was entered in favor of said King as alleged in said bill, but leave said Complainant to prove the facts in that behalf.

These defendants aver that the said Manufacturers Bank purchased the said premises in good faith and for a valuable Consideration without any knowledge or notice of any claim or equity outstanding against said premises and neither of these defendants have ever claimed anything more than is legal just and equitable in the premises. and these defendants insist that they are neither of them are bound by any Claim or Claims made by others, and these defendants call upon said Complainant for proof as to what these defendants or either of them Claim in regard to said note upon which said judgment was entered in favor of said King.

These defendants are informed and 24 believe it to be true that the said note, upon which said judgment was entered in favor of said King was the property of the said Merchants & Mechanics Bank at the time

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said last mentioned judgment was Entered and that said judgment has not been paid.

These defendants deny that said Complainant ever demanded of the said Atlantic Bank a Conveyance of said premises to said Complainant and also deny that said Complainant ever offered to pay the said Atlantic Bank any sum of money or other thing for on account of a Conveyance of said premises by the said Atlantic Bank to said Complainant.

These defendants further answering say that the Sale and Conveyance of said premises by said Hambull to said Atlantic Bank was for a good and valuable Consideration paid by said Atlantic Bank and was not for or on account of any indebtedness existing to or in favor of said Atlantic Bank. Neither has the said Merchants & Mechanics Bank any interest whatever in said premises. Neither had the said Merchants & Mechanics Bank any interest in said premises since the Sale and Conveyance by said Hambull to the said
25. Atlantic Bank as aforesaid. Neither had the said Merchants & Mechanics Bank any interest in said premises while held by said Hambull to the knowledge or belief of the said Atlantic Bank. Neither does the said Atlantic Bank

held said premises for the benefit of the said Merchants & Mechanics Bank.

These defendants deny that the deed Conveying said premises by said Hunnewell to the said Atlantic Bank was made to or received by the said Atlantic Bank. without any good or valuable Consideration paid by said Atlantic Bank therefor, and also deny that said premises were taken by said Atlantic Bank in payment of a pre-existing debt from the said Merchants & Mechanics Bank to the said Atlantic Bank. And these defendants deny that either the said Atlantic Bank or the said Woodworth had any knowledge either actual or Constructive of the rights of said Complainant or those under whom he claims in the said premises.

These defendants further answering deny that the said Complainants had no notice knowledge information or belief touching the said assignment of the said indenture of lease and Contract by said, Daniel Davidson to said Pearson and the defeasance thereof at the time of the rendition of the said judgment in his said Complainants favor of January 1854 as alleged in the said amended bill. And these defendants also deny that the said Merchants & Mechanics Bank or the said

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Atlantic Bank purchased from said Pitch & Reeves the said judgment entered in the Name of said King for the purpose or with the intent of Cutting off the lein of said Complainant under any judgment upon the said premises, or for any other purpose or intent whatever. And also deny that Either of the said Banks or Either of these defendants caused the said Execution of May 5 1857 to be issued thereon or the said premises to be sold thereunder, and also deny that the purchase of said Premises by said King under said last mentioned Execution was for the benefit of Either of the said Banks.

These defendants further answering admit that the said Woodworth purchased of the said Pitch & Reeves the said judgment Entered in the Name of the said King and took to himself a written assignment thereof about April 7 1857 but these defendants deny that the said Woodworth Caused the
27 said Execution of May 5 1857 to be issued on the last mentioned judgment or said premises to be sold thereunder with the intent or for the purpose of Cutting off the lein of said Complainant under his said judgment and these defendants also deny

that said King bid off the said premises for the benefit of said Woodworth at said Sheriffs Sale under said Execution of May 5 1857.

These defendants further answering say that soon after the said judgment of November 28. 1853. in favor of said King was entered as aforesaid and before any other judgment was entered against the said Daniel Davidson the said Daniel Davidson and the said Merchants & Mechanics Bank made and entered into an arrangement and agreement by which the said Merchants and Mechanics Bank should take and have the said premises and a deed therefor from said Swift and all the right title interest claim and demand of the said Daniel Davidson in and to the said premises and that the said Merchants & Mechanics Bank in consideration therefor should cancel the indebtedness due from said Daniel Davidson to the said Merchants & Mechanics Bank and in pursuance of such arrangement & agreement
28. the said Merchants & Mechanics Bank delivered to the said Daniel Davidson the Evidences of indebtedness then held by said Merchants and Mechanics Bank against the said Daniel Davidson. and the said Daniel Davidson and the said B Pearson personally applied to the said

Swift and directed the said Swift to execute the said deed executed by said Swift and his wife to said Pearson as aforesaid bearing date February 6th 1854 and the said Merchants & Mechanics Bank did not thereafter have or claim to have any indebtedness due it from the said Daniel Davidson but took and accepted the said premises and all the right title interest claim and demand of the said Daniel Davidson therein in payment of all the indebtedness due it. the said Merchants & Mechanics Bank from the said Daniel Davidson. — These defendants further answering admit. Claim and aver that upon after the rendition of said judgment in favor of said Bing of November 28th 1853 it was arranged and agreed by and between the said Merchants and Mechanics Bank and the said Daniel Davidson that if he the said Daniel Davidson would give up his right to redeem said lands and allow the said Swift to make a conveyance to the said Pearson the said Merchants & Mechanics Bank would give up to him. said Daniel Davidson and cancel and satisfy the indebtedness then due from him the said Daniel Davidson to the said Merchants and Mechanics Bank and that the said Daniel Davidson in pursuance of such arrangement

and agreement did give up his right to said premises under said assignment receipt or defeasance and did direct said Swift to Convey said premises to said Bronson who thereupon in pursuance of such request did Convey the same to him and the said Merchants & Mechanics Bank discharged the said Daniel Davidson from his aforesaid indebtedness to and owned by it. the said Merchants and Mechanics Bank and surrendered to said Daniel Davidson the evidences of debt then in its possession. These defendants further answering say that on or about the 12th day of September A D 1855. the said Woodworth paid to Enos Ayres and James G Hamilton the sum of two hundred dollars for some claim or interest which the said Ayres and Hamilton had or claimed to have in and to the said premises. and in Consideration of two hundred
30. dollars paid by said Woodworth, to said Ayres and Hamilton the said Ayres and Hamilton granted bargained sold transferred assigned set over and Conveyed to the said Woodworth all the right title interest Claim & demand of the said Ayres & Hamilton in of and to the said premises by deed bearing date September 12 1855 and which last mentioned deed was filed for record in the office of

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the Recorder of said County of Cook on the 12th day of September 1853 and was recorded in said office in Book 99 of deeds page 266. And if the said Agnes & Hamilton had no real interest in and to the said premises their claim the Evidence of which they had put upon Record was a cloud upon the said premises, and to remove which the said Woodworth paid them two hundred dollars as aforesaid.

And these defendants deny all and all manner of unlawful Combination and Confederacy wherewith they are by the said bill Charged without this that there is any other matter Cause or thing in the said Complainants said bill Contained material or necessary for these defendants to make answer unto and not herein and hereby well and sufficiently answered Confessed, traversed and avoided is true, to the knowledge or belief of these defendants all which matters and things these defendants are ready and willing to prove as this honorable Court shall direct & humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.

The Aliantic Bank, by King &

King & Scott Solicitors for defendants Mantic Bank and James H Woodworth Wm H King of Counsel

Scott. its Solicitors.
James H Woodworth. by King & Scott. his Solicitors.

And afterwards, towit: on the same day and year aforesaid. the said Complainant by his said Solicitor filed in the Court aforesaid in said Cause his certain Replications to answers of defendants. in the words and figures following. towit:

In the Circuit Court of Cook County

Robert P Dennis
vs.
The Mantic Bank
William H King et al

In Chancery.

The Replication of Complainant to answers of Defendants in this Cause.

This Replicant saving all just Exceptions to the several answers of said defendants to the bill in this Cause for Replication thereto and to each of them says that he will aver maintain & prove the said answers and each of them to be insufficient uncertain and insufficient and said bill to be true certain & sufficient as this Court shall direct, and he humbly prays

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as he hath already prayed &c.

Wm J Burgess for Compt.

In the Cook Circuit Court.

Robert B Dennis } In Chancery.
v.
Atlantic Bank, et al

The Replication of the Complainant to the answer of the Merchants & Mechanics Bank of Chicago to the bill of Complaint in this Cause.

This Repliant saving all just Exceptions says he will aver maintain & prove as this Court shall direct his bill to be true certain and sufficient and said answer to be untrue uncertain & insufficient and he prays as he hath already prayed &c.

Wm J Burgess, for Compt.

In the Cook Circuit Court

Robert B Dennis } In Chancery.
v.
The Atlantic Bank
et al

The Replication of the Complainant to the answers of the defendants in this Cause.

This Repliant saving all just

Exceptions to said answers for Replication thereto says that he will ever maintain & prove his said bill to be true Certain & Sufficient and said answers to be untrue uncertain and insufficient and he prays as he hath already prayed &c.

W. Y. Burgess for Compt.

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And afterwards, to wit: of the February term of said Court, to wit: on the 4th day of March A.D. 1865. the following proceedings among others in said Court were had and Entered of Record in said Cause, to wit:

Robert B. Dennis
v.
The Mechanics Bank The Merchants and Mechanics Bank of Chicago James H. Wordsworth William H. Stiles Daniel Davidson Stephen Benson Jr. and Richard K. Swift. } In Chancery.

And now at this day come the parties by their Solicitors and the Court now here being fully advised in this Cause after mature deliberation upon the Evidence submitted and arguments of Counsel heard, doth Order adjudge and decree that the said Complainant is entitled to the lands and premises described in the Bill of Complaint

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and known as the undivided one third part of the North East quarter of Section thirty five (35) in Township forty (40) North of Range East of the third principal Meridian in the County of Cook and State of Illinois on paying the money which was paid to the said Richard K Swift in pursuance of the Contract between said Swift and said Daniel Davidson to procure a deed from him and his wife to said Stephen Peterson Jr and interest thereon from the time of such payment the 6th day of February A.D. 1874 and also the taxes assessed upon the said Land paid by said Defendants or any of them and interest thereon which Amounts are as follows:

Amount paid Swift	$730.00
Interest thereon for ten years 26 days	441.17
Taxes paid as per Receipts filed	292.64
Interest thereon	85.54
In all the Sum of	$1549.35

One Thousand five hundred and forty nine dollars and thirty five Cents.

It is therefore Ordered adjudged and decreed that upon the payment of the said Sum of Money into Court to the Clerk thereof for the use of the defendants, the Peoples Bank or to its Solicitor for its use within six months from this date with interest

thereon at Six per Cent per annum till paid and within ten days after the payment thereof the said Atlantic Bank shall Execute and deliver to the said Complainant a deed Conveying said lands and premises to him his heirs and assigns in fee Simple absolute with Covenants against its own acts only: And in Case it shall fail neglect or refuse so to do within said space of ten days then that John S Burgess be and he is hereby appointed Special Commissioner on behalf of the said Atlantic Bank to Execute the same for it and on its behalf: the Execution of which deed by such Commissioner shall be by him Reported to the Court, And it is further Ordered that the Complainant Complying with this decree by paying said Money as aforesaid the Defendants viz this Suit and Each of them and all persons in their name or on their behalf are hereby Enjoined and restrained from setting up or insisting upon any right title Estate or Interest in said lands adverse to the title of the Complainant and his Assigns under this decree and said deed, and such injunction is hereby made perpetual, And it is further Ordered that the said Defendants or any of them or any person or persons who Since the Commencement of this Suit shall or may have Come into

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possession of said premises by from through or under them or any of them quit and surrender the quiet possession thereof to the Complainant his Solicitor or Agent on production to them of said deed and a duly signed Receipt for the payment of said sum above ordered to be paid. And it is further Ordered that the defendants The Atlantic Bank and James H Wordsworth pay the Costs of suit to be taxed. The Court reserving to itself the power to further extend for a reasonable time the time for the payment of said sum of money upon good Cause shown And the said Atlantic Bank and James H Wordsworth Except to this decree and pray an Appeal therefrom to the Supreme Court of this State and it is allowed to them on filing Bond in the penalty of five hundred dollars Conditioned according to law with Security to be approved by the Court in twenty days from this date. And the said Complainant also Excepts to this decree and prays an Appeal therefrom to the Supreme Court of this State which is allowed on his filing Bond in the penal sum of five hundred dollars Conditioned according to law with H S Burgess as Security.

And afterwards, towit on the 18th day of

March in the Year last aforesaid. Said defendants The Peoria Bank & James M Wordworth by their Solicitors filed in the Court aforesaid their Certain Appeal Bond and Stipulation in said Cause in the words and figures following. Towit:

Appeal Bond

State of Illinois } ss.
County of Cook }

In the Circuit Court of Cook County In Chancery

Robert B Dennis
Complainant

Vs

The Peoria Bank James M Wordworth Richard K Swift Daniel Davidson Stephen Thomson Jr Francis H Bird William Hewes William H King and The Merchants Mechanics Bank

Defendants

Know all men by these presents, that we, James M Wordworth one of the above named defendants, as principal and Levi D Boone ——— as Security are held and firmly bound unto Robert B Dennis the above named Complainant in the penal sum of four hundred dollars to be paid to the said Robert B Dennis his Executors Administrators or assigns: for which payment well and truly to be made we bind ourselves our and each of our heirs Executors & Administrators

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=leators jointly and severally firmly by these presents. Sealed with our Seals. Dated this 16th day of March A.D. 1865.

Whereas at the February Term A.D. 1865 of the Circuit Court in and for the County of Cook in the State of Illinois to wit: on the 11th day of March A.D. 1865 a certain decree was made rendered and entered of record in the above entitled Cause from which said decree the Atlantic Bank and James H Woodworth, two of the above named defendants prayed for and obtained an appeal to the Supreme Court of the State of Illinois, on filing bond as by the said Circuit Court was required.

Now therefore the Condition of the above obligation is such that if the said Atlantic Bank and James H Woodworth shall prosecute their said appeal with Effect and shall moreover pay such judgments Costs interest and damages rendered and to be rendered against them in Case the said decree shall be affirmed in and by the said Supreme Court then the above obligation to be void, otherwise to remain in full force and virtue

J H Woodworth {Seal}
F D Boone {Seal}

Revenue Stamp

The above and foregoing bond was taken and Entered into before and approved by the Circuit Court sic and for the County of Cook in the State of Illinois and by the Judge of said Circuit Court, and the Security was also approved by said Circuit Court and said Judge this 18th day of March A.D. 1865.

E. S. Williams Judge
of the Cook County Circuit Court

Stipulation

Cook County Circuit Court

Robert B. Dennis
vs
The Traders Bank James H. Woodworth
The Merchants & Mechanics Bank Stephen
Pearson Jr. Daniel D. Davidson Francis
J. Sketch William H. Lewis Richard
H. Swift William H. King. } In Chancery

It is hereby Stipulated and agreed that a bond to be signed by James H. Woodworth one of the above named defendants with Security to be approved by the Judge of the Cook County Circuit Court shall be sufficient to perfect the appeal taken by James H. Woodworth and the Traders Bank in this Cause to the Supreme Court of the State of Illinois, and the Traders Bank need not sign the bond in order to perfect the appeal taken in this Cause to the said Supreme

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Court by the said Woodworth and the said Atlantic Bank but to perfect said appeal it shall only be necessary for said Woodworth and some one as Security to be approved by said Judge to sign the appeal bond.

Chicago March 15. 1865. Wm J Burgess Solicitor for Complainant.

And afterwards, to-wit: on the same day and year last aforesaid said Complainant by his Solicitor filed in the Court aforesaid his certain appeal Bond in said Cause in the words and figures following, to-wit:

Appeal Bond.

In the Cook Circuit Court In Chancery

Robert B Dennis, Complt.

vs.

The Atlantic Bank James H Woodworth William H King Stephen D Peterson & The Merchants & Mechanics Bank of Chicago Frances J Fitch William Hewes & Richard F Swift & Daniel Davidson Defts

Bill

State of Illinois } ss.
County of Cook }

I Robert B Dennis the above named Complainant in said Cause now pending in said Court, do hereby authorize and Empower William J Burgess for me and in my name to appeal

from any decision or decree that may be made or rendered therein to the Supreme Court of said State, and to that end to make and execute all such instruments of writing under Seal or otherwise in my name as are or may be necessary to make Exceptions or take and perfect an appeal under the Statute or under a writ of error or Supersedeas - and Substitute under him for any of said purposes to appoint and revoke - Said Suit is in regard to the title to an undivided one third part of the North East Quarter of Section thirty five (35) in Township forty (40) North Range thirteen (13) East in said County.

Given under my hand and Seal this 1st day of October AD 1864

Lewis W Ford
J D Allen } Witnesses

Robert B Dennis Seal

Revenue Stamp

Personally appeared before me a Notary Public within and for the County of Cuyahoga and State of Ohio, the above Robert B Dennis who acknowledged the foregoing instrument to be his free act and deed for the purposes therein named.

Cleveland Oct 1 1864 Lewis W Ford
Notary Public

Revenue Stamp

Seal Notarial

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State of Illinois } In the Cook Circuit Court
County of Cook } ss. In Chancery
Robert B Dennis Complainant

vs

The Atlantic Bank The Merchants
& Mechanics Bank of Chicago James H
Woodworth William H King Daniel
Davidson William Reeves & Francis
J Fitch Stephen Burgess Jr and
Richard H Swift, Defendants. } Bill.

Know all men by these presents that We the said Robert B Dennis Complainant in said Suit as principal & William T Burgess as his Surety are held and firmly bound unto the said Defendants in the penal sum of five Hundred dollars for the payment of which well and truly to be made unto the said Defendants their Executors administrators and assigns we do bind ourselves our heirs Executors & Administrators jointly severally and firmly by these presents. Sealed with our Seals and dated this 15th day of March AD 1865.

Whereas at the February Term of said Court AD 1865 a decree was made rendered and entered of Record in the above entitled Cause from which the said Complainant prayed an appeal to the Supreme Court of the

State of Illinois which was granted to him on filing bond as by said Court was required.

Now therefore the Condition of this obligation is such that if the said Complainant shall prosecute said appeal with effect and pay the judgments Costs interest and damages in case the said decree shall be affirmed then this Bond to be void otherwise to remain in full force

Revenue Stamps

Robert B Dennis Seal
by W F Burgess his Atty
in fact

W F Burgess Seal

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and afterwards towit: On the 4th day of March in the year last aforesaid the said defendants the Atlantic Bank & others by their said Solicitor filed in the court aforesaid their certain bill of exceptions in said cause in the words and figures following, viz:

In the Circuit Court of Cook County: In Chancery.

Robert F. Dennis

vs

The Atlantic Bank. James H. Woodworth The Merchants and Mechanics Bank William H King. Stephen Benson Jr Isaac Leander. Francis S. Fitch William Reeves and Richard K Swift

Be it remembered that on the 9th day of July A.D. 1864 this cause coming on to be heard the Complainant by Wm F Burgess his Solicitor and the defendants. The Atlantic Bank and James H. Woodworth by King and Scott their Solicitors came. And the complainant to sustain the allegations in his Bill of complaint in contained and read in evidence. The deposition of Lyman Trumbull with the exhibit annexed to it filed in this cause February 24 1864 of which the following is a copy. Lyman Trumbull a witness produced sworn and examined November 9th 1863 by Mr Burgess testifies as follows.

First Interrogatory: What is your name and where do you reside?

Answer. Lyman Trumbull and reside in Chicago.

Second Interrogatory: Who if any of the parties to this suit do you know?

answer. I do not know that I know any of the Officers of the Bank of Mantic, Nor of any of the officers of the Mechanics Bank. Except Mr Woodworth. William H. King, R K Swift I have seen.

Third Interrogatory. Did you ever receive a deed of the undivided one third of the North East quarter of Section Fortyfive Town Forty North Range Thirteen East in Cook County Illinois called the "Stone Quarry Lot" if so from whom and for what consideration, and what disposition if any did you make of the deed & the land. State the circumstances as they occurred.

Answer I had a deed for the land mentioned & made a casual examination for it this morning. Not finding it among my papers. My impression is the deed to me was from James H. Woodworth & wife tho of this I am not certain without reference to the deed. The consideration for the deed was Nine Thousand five Hundred Dollars, of which Thirtyfour hundred dollars was paid down at the time the contract was made at the City of Washington on the Seventh day of March in the year Eighteen Hundred and fifty Seven Three Thousand Dollars more was agreed to be paid

On the fifteenth day of march then next, and the balance of three thousand dollars of the first day of may then following. I have in my hand the orginal agreement under which I made the purcase I here offer it in evidence, Marked exhibit A, I made the purchase with the understanding that if when I came to Chicago the title of purchase should not be satisfactory Mr Woodworth in whom I had full confidence would refund the money advanced and cancel the purchase Subsequently on coming to chicago I was not satisfied about the title and the purchase was rescinded or rather I reconveyed the property to the Manufacturers Bank in pursuance of a request from Mr Woodworth as President of Merchants and Mechanics Bank he having paid back the purchase money I had advanced with interest which will be fully explained by a written Memorandum entered into between said Woodworth and said Trumbull on the Seventh day of april Eighteen Hundred and fifty Seven which I offer in evidence as explanatory of the transaction. I do not know where the deed to me now is. It is possible it was never latent from the Recorders Office or I may have returned it to Mr. Woodworth when I reconveyed the property in pursuance of his request which is in writing on the memorandum above referred to dated april 7 1857 Marked exhibit B. My purchase from Mr Woodworth was a bona fide transaction, and I should have retained the property but for the apprehension that there might be some question raised about the title, fearing that I abandoned the property. Recovering back what I had paid. The whole

transaction was carried on between Woodworth and myself and he was the only person with whom I dealt in regard to it

Lyman Trumbull

Subscribed & sworn to
before me this Nov 9th 1865

A. L. Brown. J.P.

Exhibit A. It is agreed between James H. Woodworth President of the Merchants and Mechanics Bank of Chicago who enters into this agreement as well in his individual capacity as for and in behalf of said Bank and Lyman Trumbull as follows. The said Woodworth acting for said Bank and in his own ~~capacity~~ right has this day sold to the said Trumbull the one undivided third part of the North East quarter of Section Thirty four (34) in township Forty (40) North of range Thirteen (13) East of the third principal Meridian Illinois and being in the County of Cook and State of Illinois and near the City of Chicago for the sum of Nine Thousand five hundred dollars. Thirty five hundred dollars of which has been paid in hand to the said Woodworth by the said Trumbull the receipt whereof is hereby acknowledged. And the said Trumbull agrees to pay Three thousand dollars more on the fifteenth day of March next and the balance of Three thousand dollars on the first day of May next, upon the payment of which said sums of money as above specified either to said Bank or to said

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Woodworth. he the said Woodworth contracting as aforesaid
Hereby agrees to make execute and deliver or cause to be made
executed and delivered to the said Lyman Trumbull a good
and sufficient warranty deed conveying to him his heirs
and assigns in fee Simple absolute and free of all in
cumbrances the tract of land above described

In Witness Whereof the said James H Woodworth in behalf
of said Bank and for himself and the said Lyman Trumbull
have hereunto set their hands the 7th day of January A D 1857

Lyman Trumbull
J H Woodworth

For a full and valuable consideration received of the
Mantic Bank of Rhode Island. I do for myself and the
Merchants and Mechanics Bank of Chicago Hereby assign
and transfer to the said Mantic Bank all my interest and
the interest of the Merchants and Mechanics Bank in
and to the Monies arising out of the foregoing agreement
and Hereby authorize the said Mantic Bank to collect
the same. In Witness Whereof I have hereunto set
my hand this 13th day of January 1857.

Exhibit B: Whereas on the 7th day of January 1857
Lyman Trumbull entered into a Contract in writing with
James H Woodworth President of the Merchants and
Mechanics Bank of Chicago acting for said Bank
and in his individual Capacity for the purchase of
the One undivided third part of the North East qr
of Sec 35 in T 40 N of R 13 East of 3d Principal
for the Sum of Nine Thousand five hundred dollars

which contract has been partly complied with by the payment by said Trumbull of Thirty four hundred dollars of the purchase money and by said Bank by the Execution of a conveyance of said land to said Trumbull, and whereas it was specified in said contract of purchase that said Trumbull should have a good and sufficient warranty deed conveying title in fee simple absolute and free from all incumbrances the tract of land aforesaid, and whereas there is some question about the title to said land as conveyed to said Trumbull and he is not satisfied with the same! It is therefore agreed between the parties to said contract of purchase to rescind the same and the said Woodworth agrees to surrender up said contract to be cancelled and to refund to said Trumbull the money by him paid with interest as is particularly set forth in a promissory note for $3489 50/100 bearing even date herewith executed by the said James H Woodworth, unto John M Wilson & H Bone, John S Buchanan & Rice Fay and made payable to said Trumbull sixty days after date with ten per cent interest, and the said Trumbull upon the payment of said note and interest, as specified and the surrender up and cancelling said contract of purchase agrees to reconvey to said Woodworth or to such person as he as President of said Bank shall direct all the right and title which was conveyed to said Trumbull or which he acquired under or by virtue of the deed from said Bank In testimony

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whereof the said Lyman Drumbull and the said James H Woodworth in behalf of said Bank & for himself hereunto set their hands, this 7th day of April A D 1854

Lyman Drumbull
J. H. Woodworth

Chicago July 16th 1858

Hon Lyman Drumbull

Dear Sir

As President and by order of the Sts Directors of the Merchants and Mechanics Bank of Chicago, I hereby request you to convey by Quit claim deed the parcel of land described in the foregoing agreement to the "Manhc Bank" at Westerly in R I. the same being applied in payment of a claim held by the Bank against the Merchants and Mechanics Bank aforesaid

J H Woodworth. Pres.

Deed executed in accordance with above request July 20 1858 & enclosed to Hon J H Woodworth at Chicago.

William H King produced. Sworn & examined and testifies as follows

First Interrogatory! Are you one of the defendants in this suit?
Answer. I believe I am

Second Interrogatory! Do you know Hannah Dav

idson one of the other defendants and how long have you known him?
Answer I do. and have known him about ten years I think over ten years

Third Int: Are you the Plaintiff in a certain judgement entered in what was the Cook County Court of Common pleas in November 1853 in your favor and against said Hannah Davidson and one Armenta Davidson
Answer. I was the plaintiff in a judgement against Hannah Davidson and Armenta Davidson. I think entered about that time in that Court

Fourth Inter. Who in fact owned the cause of action or claim upon which said judgement was entered at the time of entering the same?
Answer: I understood at the time or soon after that it was owned by the Merchants and Mechanic's Bank of Chicago

Fifth Inter: For whose use and benefit was said judgement entered up
Answer: For the party who owned the cause of action I suppose

Sixth Inter. Did you afterwards transfer or assign said judgement to any one and if so to whom?
Answer. My impression is I transferred it to Fitch

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and Hewes

Seventh Inter: Can you state when that transfer took place?
Answer: I cannot state the time.

Eight Inter: Was the said judgment ever transferred to you?
answer: I believe it was by Fitch Hewes I cannot state when. I suppose it was before the last execution was issued on said judgment

Ninth Inter: Who received the consideration if any paid by Fitch Hewes for the assignment to them
answer: I do not recollect

Tenth Inter: Did you receive it for your own use or owning the judgement?
Answer: I think not.

Eleventh Inter: By whom was the consideration if any paid for the reassignment to you of said judgment?
Answer: I think by James Hewes but I am not positive

Twelfth Inter: Who issued out the last Execution on the judgement on which the land in Controversy was sold

Answer: I do not ~~know~~ recollect

Thirteenth Inter. Who furnished the Sheriff with the description of the said lands?
Answer I do not remember if I knew at the time

Fourteenth Inter. Who gave the Sheriff directions as to the levy to be made under said execution?
Answer. I do not remember but presume I did

Fifteenth Inter: Who bid off the property at the sale made under said execution?
Answer: I, ~~did~~ think.

Sixteenth Inter. Did you pay any money at such sale and if so to whom?
Answer I ~~did~~ think not except I presume I paid the Sheriffs costs

Seventeenth Inter. For whose benefit did you bid off said land & hold the certificate of sale?
Answer: I think it was for the benefit of James H. Woodworth

Eighteenth Inter. What business connection had you if any with the Merchants and Mechanics Bank from November 1853 to November 1858 inclusive
Answer Mr Scott and myself were attorneys and

Counsel for the Merchants & Mechanics Bank a portion of that time but I think not as early as Nov 1853 yet it may have been as early as that but my present impression is that it was not. I feel quite positive we were not Attorneys for the Bank as early as 1853

Nineteenth Int: How came you by the claim upon which said judgement was entered? and for what purpose
Answer. I think Stephen Branson gave me the claim or note for the purpose of entering judgement upon it and told me to enter it up in my name

Twentieth Inter: What reason did he give if any for this
Answer. None to my recollection.

Twenty first Inter. In what capacity was Stephen Branson so acting for the Merchants and Mechanics Bank at that time?
Answer He was Cashier of the Bank

Twenty Second Inter: In what capacity has James H Woodworth acted for said Bank?
Answer. Mr. Woodworth was elected President of said Bank late in the fall of 1854 or in the winter of 1854 & 5 and the Bank stopped or closed its business I think in 1856. For some time after that but how long I cannot say the Bank was engaged in winding up and closing its business. I do not mean it be understood to be

Each as to dates. I think the bank sold it banking house and lot upon which the banking house stood in the Summer in 1856 and I do not recollect of it having any place of business after about that time.

Twenty third Inter. Why was this judgement transferred to you by Felch & Reeves?
answer. I do not recollect if I ever knew.

Twenty fourth Inter. Do you recollect the fact of a Bill being filed by them to enforce the collection of this judgment in the said court where it was entered to which the Merchants & Mechanics Bank was a party defendants and seeking to make the land in controversy in this suit liable for the payment of it?
Answer I have heard that Felch & Reeves filed a bill, but the contents of the bill I have forgotten if I ever knew

Twenty fifth Inter. Who drew up Bronson answer to said Bill?
answer: I have understood that my partner W. Scott drew up his answer.

Twenty sixth Inter. Who negotiated for the transfer of said judgment from Felch & Reeves to you?
Answer I do not recollect.

Twenty Seventh Inter: Did you do so?
Answer: I do not recollect of doing so yet I may have done so.

Twenty Eight Inter. Were you consulted by any body as to the propriety or necessity of issuing said last execution or as to the issuing it before the same was issued?
Answer: I do not remember that I was consulted in reference to the issuing of said Execution before it was issued yet I think the matter of issuing was talked ~~about~~ over.

Twenty Ninth Int By or between whom?
Answer: I dont distinctly remember. I think between Mr. Scott & myself & I dont know but by others.

Thirtieth Inter. In what capacity was Mr. Scott acting at that time? was he not, as the Attorney of the Bank
Answer. I think not.

Thirty first Int. How did you and Mr Scott come to be talking about this execution?
Answer: I cannot say. My impression is we were not then attorneys for the bank. Yet we may have been up to that time and longer. I do not recollect whether we then were or not.

Thirty Second Inter. You did not unnecessarily interfere with legal proceeding in which you were not authorized to do

do by parties interested?
Answer. We were not apt to

Thirty Third Intr. Isn't not then almost a certainty that either you or your partner W Scott had with the parties interested in that Judgment or from them some conversations or declarations about the issuing of this Execution
Answer. It is possible but I do not recollect.

Thirty fourth Intr. Did you not inform some of the Officers of the Bank soon after you bid off the land the fact that you had so bid it off?
Answer. I dont think that I informed any of the Officers of the Bank as Officers of the Bank that I had bid it off but I think I informed Mr Woodworth of the fact I dont recollect that I did any other.

Thirty fifth Intr State how soon after the sale you informed him of it?
Answer I do not remember but it was before the time of redemption ran out

Thirty Sixth Int. Did you after the expiration of fifteen months apply for a deed thereunder from the Sheriff
Answer: I understood the premises were redeemed from the sale and do not remember applying for a deed.

Thirty Seventh Intr. You would have obtained a deed

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had not the premises been redeemed?
Answer. Quite likely

Witness ~~here~~ Wm. H. King now desires to correct his answers to the following named interrogatories: To the 8th. Says. The judgment was not transferred to me by Filch & Hewes. In answer to the 14th Inter. Says I have no recollection of giving the Sheriff directions to levy on the Execution. In answer to the 18th Inter. Says - I think we had done a little business for the Bank in the Summer of 1853. In answer to 28th Inter. It was not transferred to me by Filch & Hewes to my knowledge information or belief. In answer to 26th Inter. There was no negotiation to my knowledge or belief for a transfer of the judgment from Filch & Hewes to me. In answer to 27th Inter. Says. I have said so to my ~~knowledge~~ recollection or belief

38 Inter: What has led you to make the change in your answer to the 8th Interrogatory as stated above?
Answer. Because I wanted the fact to appear just as it exists and. I find that the assignment was made to James H. Woodworth and not to me. Mr Woodworth handed me the assignment a few days ago since my last examination.

39 Inter. If you can produce that assignment
Answer. I now hold it in my hand. It bears date April 25th 1857 & marked exhibit "C."

to his In whose hand writing is the body of the instrument?

Answer. In my hand writing

Wm. H. King

Five cents Rev Stamps

Subscribed & sworn to before me Nov 14/63

A. J. Brown, Notary Public

Copy of the assignment above referred to Marked Exhibit "C."

Cook County Court of Common Pleas

William H. King
to
Daniel Davidson & Andrew Davidson

November 28 1853 Judgement entered in favor of Plaintiff and against defendants for $1047.76/100 damages. Plffs cost. 4.70. Defts Costs 1.50 — $1053.76

For value received we Francis L. Fitch and William Heines do hereby sell assign transfer set over and convey to James H. Woodworth of Chicago the above mentioned judgment and all our right title interest claim and demand in of and to the same and the moneys due and to grow due thereon to have and hold the same to the said Woodworth his Executors Administrators and Assigns to and for his and their use and benefit forever and we guarantee that there is due on said judgment and unpaid thereon the sum of Six hundred and Eight 34/100 Dollars. And we authorize and empower

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the said Woodruff his Executors Administrators or Assigns to use any legal means to collect said judgment

Witness our hands and seals this 25th day of April 1857.

Francis L. Fitch [Seal]

Wm Reeves [Seal]

Stephen Bronson Jr produced Sworn & examined at Scott & Kings Office by Mr Burgess on part of the Complt December 19th 1863

1 Int What is your name residence & present occupation

Ans. Stephen Bronson Jr Residence Wheaton Dupage County Illinois, Major in the Military Service US in the 12th Illinois Cavalry.

2 Int. In what occupation or employment were you engaged in the Month of March 1853

Ans. In Banking, I was cashier of the Merchants and Mechanics Bank Chicago

3d Int. Were you then acquainted with Isaac Scanlon

Ans. I was

4th Int Look at the Paper writing now shown to you marked Exhibit "C" and state by whom the same is signed and executed. Said Exhibit purported on the back of it to have been recorded in the Recorders Office of Cook

County Illinois the 16th day of May 1854 in book 75 of deeds Page 590
Ans I Signed that.

Q Int. Dowlin did you deliver it.
Ans to the best of My recollection to Leanie Landon

Cross examined by Mr Keny for defendants.

1 cross Int Do you recollect when you delivered that to Leanie Landon
Ans. About the time of its date. It was executed and delivered

2 cross Int. Look at paper now shown and handed to you marked Exhibit No "1" and state who executed the same. Purporting to have been executed by Leanie Landon?
Ans Leanie Landon executed it.

3 cross Intr Please state the occasion and how he Leanie Landon came to execute the paper marked Exhibit No "1".
Ans. From my best recollection it was for the purpose of obtaining the use of some money. It was given in security. It was so understood at the time.

4 cross Intr Was the paper marked Exhibit "C" given to Leanie Landon at the same time?

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Ans. It was.

X cross Inter Did Deanie Leardon obtain any Money from you or the Merchants & Mechanics Bank of Chicago on account of or on the strength of said paper Executed by him marked Exhibit No 1 " If yea how much?

Ans. He did receive money, on the strength of that Security. He received One thousand dollars in different sums. Four hundred dollars each. both on the 2nd of March, one a note for Sixty days and one for forty five days. Received Twenty Seven hundred dollars on the ninth of March 1853 / the others were 53/ Received Twenty five hundred dollars on the eleventh of June 1853. It was a rediscount of the twenty Seven hundred dollar note previously mentioned, reducing the twenty seven hundred dollars two hundred dollars by payment. On the second of July 53 Five hundred dollars. On the ninth of July One thousand dollars. a rediscount of the two first mentioned notes dated the 2nd of March. Over Draft for One hundred. forty three dollars fifty six Cents the date of which I have not got it was May 27 1853. That was all I recollect that was given in that Contract or agreement It may be possible I may be Mistaken, as to the note bearing date July 2 1853. It may not belong to the account of Deanie Leardon

X cross Inter Was not the one of July 2 1853 Made or endorsed by Deanie Leardon?

Ans. It was endorsed by Leanie Leavdon

6 cross Intn. Was or not the Money obtained on the note July 2 1853 from the Merchants and Mechanics bank on the strength of the paper marked Exhibit No 1. Executed by Leanie Leavdon / objected to as account of forms /
Ans. I think it was.

7 cross Intn On what security was the Money obtained on this note dated July 2 1853 endorsed by Leanie Leavdon
Ans I think upon the security given by him on the ninth of March 1853.

8 cross Intn Please look at the paper marked Exhibit "No 2" now shown and handed to you Inquiring whether a deed executed by R K Swifts & Melissa, his wife to yourself & state who executed the same.
Ans. R K Swifts & Melissa, his wife. I did not see her sign it but I did him

9 cross Intn Why was the said deed marked Exhibit No 2 executed by Swift & his wife to you
Ans For the purpose of ~~conveying~~ conveying the land described in the deed

10 cross Intn. Was or was not to execute to you on account of the matters contained in the paper marked Exhibit

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No 1st executed by said Leanie Leandson

Ans In part on that and on personal application to Mr Swift by Leanie Leandson

11th cross Inter What was the indebtedness of Leanie Leandson With the Merchants & Mechanics Bank of Chicago for Monies loaned him by the said Merchants & Mechanics Bank & for the said Leanie Leandson's Own drafts on the said Merchants & Mechanics Bank on the 28th day of November 1853 which had been advanced him or loaned him or discounted him on the strength of the Paper marked Exhibit marked "No 1"

Ans. As near as I can now calculate from the books & my recollection, Four thousand One Hundred and fifty three dollars & fifty Six Cents including the note of July 2nd 1853 principal of the Notes Exclusive of the interest

12 Cross Int Was that indebtedness due & payable on the said 28th day of November 1853

Ans It was all due and had been Some Months before

13 cross Int What rate of interest did those notes draw

{ Question objected to & Notes called for }

Ans Ten per cent I believe from my best recollection

14 Cross Inter Had or had not Leanie Leandson paid any of the indebtedness which you spoke of as existing on the 28th day of November 1853 up to Including the 6th day of February 1854 or any one for said Leandson to

on his behalf
Ans. I recollect of no payment being made unless it be on the thousand dollar note put in judgment which note bore date 9th of July 1853. I don't know how that stood

15 Cross Inter Do you know of any payment being made on that judgment or the note bearing date July 9th 1853 up to Feby 6th 1854
Ans. I cannot remember that any payment was made but I have an impression that there was some they paid at one time or another how it was I cannot tell.

16th cross Inter Did you pay Richard K Swift any money at or about the 6th day of Feby 1854 on account of the execution of the deed by said Swift & his wife to you bearing date the 6th day of Feby 1854, if so? how much & for what reason
Ans I am positive I paid Seven hundred dollars, I think I paid thirty dollars besides a rent for the purpose of getting the title to the land mentioned in the deed.

17 cross Inter Did you pay the Seven hundred and thirty dollars on your own account or on the account of the Merchants & Mechanics Bank of Chicago?
Ans. On account of the Bank

18th Cross Inter. Was there any arrangement between you and the said Daniel Lawson in November or Decem

1853.

ber 1853 or thereabouts in relation to the Merchants and Mechanics Bank of Chicago or yourself taking shewing holding the land described in the said deed from Swift to yourself for the indebtedness owing by the said Daniel Landsen to the said Merchants & Mechanics Bank. If so state what that was & when it was as near as you can recollect

Ans. My recollection is that previous to the execution of the deed some two weeks or week I cannot remember the precise time, I pressed him for payment as I had previously done many times before. He had promised to make sale of the land and pay the money months before the first of February and at different times which he failed to do, saying we able to sell it as he told me. About the first of Feby I proposed to take the land, at the same time I told him I did not want the land but wanted the money. I acceded to in the business, an arrangement or understanding was made by which I should have the deed from R K Swift & take the land, we went together to R K Swift & gave directions to have a deed made out. I understood it to be in satisfaction of his indebtedness to the Bank. I then paid the amount due Seven Hundred and odd Dollars to R K Swift & received the deed

19th cross Int Was it not agreed between you and Daniel Landsen at or before the first day of January 1854 that the said Landsen had forfeited all his rights and privileges which he had under the terms of the agreement

Signed by you dated March 9th 1853 & marked Exhibit "C"

Question objected to as being leading

Ans. I do not know that there was any agreement or understanding between Mr Simpson & myself on that point

20th Cross Int. Did you not understand that the said agreement signed by you dated March 9 1853 was rendered null & void by the said Davidson making default in the payment of his said Davidsons indebtedness to Merchants & Mechanics Bank.

Ans. I did

21st Cross Int. Did not said Daniel Davidson concede and admit that he had no claim to the premises mentioned & described in the Instrument signed by you bearing date March 9th 1853 on account of said Davidson making default in payment of his indebtedness to the Merchants & Mechanics Bank. Question objected to

Ans. My recollection is that he did.

22 Cross Int. Was or was not that admission in the month of November 1853 (Question objected to as leading) Question withdrawn

23 Cross Int. When was that admission made?

Ans. I do not remember the time. It was after default was made in payment.

15 5.

24 Cross Inter. Do you remember whether you surrendered and delivered to the said Isaac Davidson the notes held by the Merchants & Mechanic's Bank against him on account of & for the reason of that agreement by which the Merchants & Mechanics Bank should have the land for said Davidson in liquidation to said Bank / Question objected to /

Ans I do not remember delivering them When I remember taking them from the bills receivable for the purpose of delivering of them. I counted them no longer from that time as bills receivable to the Bank. Whether I delivered them When or some of the clerks I cant state Davidson did not go with me to Swift at the time I got the deed, he was with me the day before I ordered the deed I do not say that the ~~deed~~ notes were ever delivered to my own knowledge

25 Cross Int. Have you any doubt in your own Mind that the notes were delivered to Isaac Davidson

Ans. I don't Know whether they were ever delivered or not If not delivered they were left in the Bank when I left They were not counted in as assets of the Bank after that time, after the execution of the deed.

Direct Examination resumed

1 Int Direct. Did you not see the note for One thousand dollars given in renewal of the two Notes given March 2

1853 as you Stated above Left in the office of the Clerk of the Superior Court of Chicago on file there.
Ans I believe I did

2 Int Was it made payable to you and endorsed by you
Ans I believe it was

3 Int Who was present with you at the time you examined said note
Ans Mr Burgess

4 Int Was not the arrangement you speak of between you and Davidson Partly in pursuance of which you say you got a deed made from Swift, made the day you & Davidson went to him
Ans. It might have been made that day it must have been made before I cannot say

5 Int Did the $4143.75 mentioned in your answer to 11th Cross Interrogatory include the twenty five hundred dollar note of June 11th 1853 the five hundred dollar note of July 2 1853 and the one thousand dollar note of July 9 1853 and the overdraft of one hundred forty three 75/100 dollars
Ans. Yes sir. Those were the Sums

Five cents Revenue Stamp

Stephen Bronson Jr

Subscribed & sworn to
before me. Andrew. J Brown. Notary Public

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1857.

Exhibit No "1"

This Indenture made this 19th day of October in the year of our Lord One Thousand eight hundred and forty six between Richard K. Swift of the first part and Seancil Davidson of the Second part both of Chicago County of Cook and State of Illinois Witnesseth That the said party of the first part for and in consideration of the Covenants and agreements hereinafter mentioned to be Kept and performed by the said party of the Second part his Executors Administrators and assigns hath demised and leased to the said party of the Second part all that certain lot or piece of land situate lying and being in the said County of Cook and described as follows to wit: One undivided one third (1/3) part of the North East quarter of section No (35) thirty five in Township No forty (40) North of Range No (13) thirteen East of the (3) third Principal Meridian called the Stone Grant lot. To have and to hold the said above described premises with the appurtenances unto the said party of the Second part his Executors Administrators and assigns from the 19th day of October in the year of our Lord One thousand Eight Hundred and forty six forever or until this lease shall cease by the terms hereof. And the said party of the Second part in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the Second part, doth Covenant and agree with the said party of the first part his heirs Executors Administrators and assigns to pay the said party of the first part as rent for the said demised premises the Sum of One Hundred dollars for each and every year time the said party of the Second

part his heirs executors administrators or assigns may have
possession of the above described premises and payable in
manner to wit fifty dollars on the day and date hereof
and a like sum of fifty dollars at the end of each and every half year
from and after the date hereof. And also that he will pay
or cause to be paid all taxes and assessments that may be
laid charged or assessed on said demised premises pending
the existence of this lease or if at any time after any such taxes
or assessments shall have become due or payable the said party
of the second part or his legal representatives shall neglect
to pay such taxes or assessments it may be lawful for the said
party of the first part to pay the same at any time thereafter
and the amount of any and all such payments so made by
said party of the first part shall be deemed and taken
and are hereby declared to be such much additional
and further rent for the above demised premises due from
and ~~payable from~~ and payable by the said party of the
second part his Executors administrators or assigns and may
be collected in the same manner by distress or otherwise as is
hereinafter provided for the collection of other rents by or due
hereon. And the said party of the second part further
covenants with the said party of the first part that at the
expiration of the time in this lease mentioned he will yield
up the said demised premises to the said party of the first
part in as good condition as when the same were entered
upon by the said party of the second part loss by fire or
unavoidable accident and ordinary wear excepted. And it
is further agreed by the said party of the second part that

neither he nor his legal representatives will underlet said premises or any part thereof or assign this lease without the written consent of said party of the first part first had and obtained thereto. And it is mutually covenanted and agreed by and between the parties hereto that if the rent above reserved or any part thereof shall be behind or unpaid on the day of payment whereon the same ought to be paid as aforesaid or if default shall be made in any of the covenants agreements or conditions herein contained to be kept by the said party of the second part his Executors Administrators and assigns and at any time within Sixty days thereafter it shall and may be lawful for the said party of the first part his Executors Administrators Agent Attorney or assigns at his or their election to declare said term ended and into the said demised premises or any part thereof enter with or without process of law to reenter, and the said party of the second part or any other person or persons occupying in or upon the same to expel remove and put out using such force as may be necessary in so doing and the said premises again to repossess and enjoy as in his first and former estate. And to distrain for any rent that may be due thereon upon any property belonging to said party of the second part whether the same be exempt from execution or distress by law or not and the said party of the second part in that case hereby agrees to waive all legal rights which he may have to hold or retain any such property under any exemption laws now in force in this State or in any other way, Meaning

and intending hereby to give to the said party of the first part his heirs Executors Administrators or assigns a valid & first lien upon any and all the goods Chattels or other property belonging to the said party of the second part as security for the payment of said rent in manner aforesaid anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part his heirs Executors administrators or assigns as aforesaid or in any other way the said party of the second part his Executors Administrators or assigns do the hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to the said party of the first part his heirs executors administrators and assigns immediately upon the ~~said~~ the determination of said term as aforesaid and if he shall remain in possession of the same three days after notice of such default or after the termination of ~~this~~ this lease in any of the ways above named he shall be deemed guilty of a forcible detainer of said demised premises under the Statute and shall be subject to all the conditions above named and eviction and removal forcibly or otherwise with or without process of law as above stated and the said party of the first part further agrees that if the said party of the second part shall first faithfully and without delay pay the rents aforesaid on the days on which the same shall become due & payable as aforesaid and also first perform all his covenants and agreements herein contained then and in such case only if the said party

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of the second part
shall at any time at his own option pay to the said party
of the first part his heirs or assigns over and above the amount
of the rents which may become due hereon the sum further
sum of Seven Hundred dollars then the said Rent to cease
and then the said party of the first part will at his own dwell
ing house in Chicago execute and deliver in person or by attor
ney duly authorized a good and sufficient Warranty Deed
or deeds and thereby assign and convey to the said party of
the second part his heirs and assigns a good and indefea
sable title, and all the right title and interest of the
said party of the first part to the above described premises
with their appurtenances. And it is further mutually
covenanted and agreed by and between the parties hereto
that if the said party of the second part shall fail to pay the
rents or other sums of money hereinbefore mentioned or any part
thereof at the time or any of the times before specified for the payment
or shall fail to comply with any of his covenants
or agreements or any of the terms herein contained then the
agreement by said party of the first part herein before contained
to convey the aforesaid premises to the said party of
the second part ~~shall be~~ to be absolutely null and void both
in law or equity and no longer binding upon the said
party of the first part, and it is expressly ~~agreed~~
agreed and understood that the time mentioned for the
payment of the aforesaid sum of Money is the essence
of the Covenants and agreements herein contained any
law or usage to the contrary notwithstanding

In testimony Whereof the said parties have hereunto
set their hands and seals the day and year first above
written

In Presence of } R. K. Swift [Seal]
Henry A Swift } Hank Landon [Seal]

Oct 19/46 Fifty Dollars rent paid on the within
R K Swift

April 19/47 Fifty dollars rent paid on the within to date
R K Swift

Oct 19/48 Fifty dollars rent paid on the within to date
R K Swift

Apr 19/48 Fifty dollars rent paid on the within to date
R. K Swift

Nov 18/48 Fifty dollars rent due ~~Oct 19/48~~ paid on
the date last above named R K Swift

April 19/49 Fifty dollars rent paid due this day
~~Oct 19/49 Fifty dollars~~ R K Swift

Oct 29/49 Fifty dollars rent paid to oct 19 1849
~~April 19/50 Fifty dollars rent paid 6 mos~~ R K Swift

April 19/50 Fifty dollars rent paid 6 mo in advance
~~Oct 19/50~~ R K Swift

Oct 19/50 Fifty dollars rent paid 6 mos in advance
R K Swift

Oct 29/52 all the rents due up to the 19th inst on this
lease are paid R K Swift

May/53 all the rents due upto Nineteenth of
October 1853 / Eighteen hundred and fifty three / have
been paid

R. K Swift

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Know all men by these Presents that I Dannie Leandon in consideration of One Dollar to me paid by Stephen Bronson Jr and for divers other Valuable Considerations do hereby sell assign transfer and set over to said Bronson the within an annexed Indenture from R K Swift bearing date Oct 19th 1846 and all my right title and interest in and to the premises thereon described being one undivided third /⅓/ part of the North East Quarter of Section No thirty five /35/ Township No forty /40/ North of Range No thirteen /13/ E called the Stone quarry Lot.

Witness my hand and seal this 9th day of March 1863

Dan'l Landon [Seal]

Sealed & delivered in presence of J H Kedzie

State of Illinois }
Cook County } ss

John H Kedzie of said county being duly Sworn doth depose and say that the above named Daniel Landon executed and delivered the above assignment in the presence of the deponent on the day of the date thereof freely and voluntarily

Subscribed and Sworn before me this 6th day of February 1864

John H Kedzie

W. H Stewart. Notary Public

State of Illinois
Cook County } ss
City of Chicago } This day personally appeared before me the undersigned a Notary Public in & for the City of Chicago in the County of Cook and State aforesaid John H Kozi who is personally known to me to be the person whose name is subscribed as witness to the within instrument and being duly sworn according to law deposes and says that Daniel Davidson whose name is subscribed to the within instrument, executed the said instrument in the presence of said deponent for the uses and purposes therein expressed

Witness my hand and Notarial Seal this second day of April A D 1857

Gideon W Davenport
Notary Public

{Notarial Seal}

Exhibit No "2"

This Indenture made this Sixth day of February in the year of our Lord One Thousand Eight Hundred and Fifty four between R K Smyth & his wife of Chicago County of Cook & State of Illinois parties of the first part and Stephen P Dawson Jr of the City of Chicago County of Cook & State of Illinois party of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Seven Hundred Dollars to him

in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom, he the grantor bargained sold remised released aliened and conveyed and by these presents do grant bargain sell remise release alien and confirm unto the said party of the second part and to his heirs and assigns forever all the following described lot piece or parcel of land lying & being in the County of Cook & State of Illinois to wit, One undivided one third (1/3) part of the North East quarter of Section No Thirty five (35) in Township No forty (40) North of Range No Thirteen (13) East of the third Principal Meridian called the Stone Quarry Lot. Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest claim or demand whatsoever of the said party of the first part either in law or in Equity of in and to the above bargained premises with the hereditaments and appurtenances, To Have and to Hold the said premises above bargained and described with the appurtenances unto the said party of the second part his heirs and assigns forever and the said party of the first part for themselves their heirs executors and administrators do covenant grant bargain and agree to and with the said party of the second part his heirs and assigns that at the time of

the ensealing and delivery of these presents are well seized of the premises above conveyed as of a good sure perfect absolute and indefeasible estate of inheritance in the law in fee simple and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid and that the same are free and clear from all ~~incumbrances~~ former Lothen grants bargains sales liens judgements taxes assessments and incumbrances of what kind and nature soever, and the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof the said parties of the first part shall and will warrant and forever defend Subject nevertheless to all assessments and taxes imposed or levied thereon from the 15th day of October 1856. In witness whereof the said parties of the first part hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in presence of
John B Parsons

R E K Swift [Seal]
Melissa A Swift. [Seal]

State of Illinois
Lee County } ss. I Andrew J Brown a notary public in and for the said County in the State aforesaid. Do hereby certify that R E K Swift and Melissa A his wife personally known to me as the same

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persons whose names are subscribed to the above Warranties and appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth. And the said Melissa A wife of the said R. K. Swift having been by me examined separate and apart and out of the hearing of her said husband and the contents and meaning of the said instrument of writing having been by me fully made known and explained to her she acknowledged that she had freely and voluntarily executed the same and relinquished her dower to the lands and tenements therein mentioned ~~forever~~ without compulsion of her said husband and that she does not wish to retract the same.

Given under my hand and notarial seal this 24th day of February A.D. 1854.

Andrew J Brown

Notary Public

L.S.

Exhibit "G"

This certifies that I have this 9th day of March 1853 received from Hamil Hawkins an assignment of an indenture of lease from R. K. Swift to said Hawkins dated Oct 9 1846 for one undivided 1/3 part of the North East quarter of Section 35 Town 40 N R 13 E and also an assignment of an agreement from John Lewiston to said Hawkins dated January 27 1853 for Lots 94. 95 & 96 in Rockwells addition to Chicago as security for all notes bills and evidences of debt which I the said Bronson either for myself or for

the Merchants and Mechanics Bank of Chicago may or shall discount for said Leavitt within the space of one year from date and also for all loans I may make to said Leavitt as aforesaid within said period. Further it is specially provided and agreed that in case any note bill or loan discounted or advanced to said Leavitt by me the said Bronson as aforesaid shall be in default and not promptly paid at maturity then the said assignment and each of them shall be absolute and unconditional and this receipt shall be null and void and of no force in law or equity. time being expressly of the essence of this ~~Contract~~ condition

Stephen Bronson Jr

State of Illinois
City of Chicago
Cook County } ss

I Andrew J Brown a Notary Public in aforesaid City in said County & State aforesaid. Do hereby certify that this day personally appeared before me Stephen Bronson Jr who is to me personally known to be the real person described in & who executed the foregoing instrument of writing as having executed the same and acknowledged that he had freely and voluntarily executed the same for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and Notarial Seale this Nineteenth day of December A D 1865

Andrew J Brown
Notary Public

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State of Illinois }
County of Cook } ss. Filed for record May 16th 1854 and recorded in Book No 75 of Deeds and page 590.

L. L. Howard Clerk

L. L. Howard C.

Circuit Court of Cook County

Robert B Dennis
vs
Atlantic Bank et al

I certify that the foregoing depositions of Lyman Trumbull Wm H. King and Stephen Bronsnp were taken and signed before me at Chicago the read in evidence in the above entitled suit, Said witnesses being duly sworn before me according to law & the parties thereto appearing by counsel as above stated

Dated Chicago February 1 1854

Andrew J Brown
Notary Public

Seal

Fees cents
Rev Stamp

The complainants objecting at the time to the statements of the witness as to the indebtedness of Dennis Saunders referred to by them and which are more evidenced by notes or other instruments of writing, unless the same were produced or their absence accounted for and called for the production of the same, but the defendants Counsel did not produce the same & each those parts of the record hereafter produced

and the Court overruled the objection and allowed the depositions to be read touching —

The complainant also introduced and read in evidence the lease made by Scott to Davidson dated October 19th 1846 and the endorsements endorsed thereon which is the paper marked Exhibit No 1 and referred to in the deposition of Stephen Bronson Jr a copy of which is above given.

The complainant also introduced and read in evidence the record in the case of William H King vs Isaac Davidson & amos Davidson in the Cook County Court of common pleas case No 5931 and the executions issued thereon and returns thereto levies and receipts endorsed thereon of which the following is a copy.

Declaration

State of Illinois } ss.
County of Cook }

The Cook County Court of Common pleas. November term A.D. in the Year of our Lord one thousand eight hundred and fifty three William H King by Ira Scott his attorney complains of Isaac Davidson and Amos Davidson of a plea of trespass on the case upon promises For that whereas the said defendants on the tenth day of July in the year one thousand eight hundred and fifty three made a certain note in writing commonly called a promissory note bearing date the day and year last aforesaid and then and there delivered the said note to one Stephen Bronson Jr by which said note the said defendants promised to pay to the said Stephen

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by the name of S Bronson Jr

S Bronson Jr, or order Twenty days after the date thereof the Sum of One Thousand dollars with interest ~~thereon~~ at the rate of Ten per cent per Annum after due for value received, and the said Stephen Bronson Jr. to whom or to whose order the payment of the said Sum of Money in the said note specified was to be made as aforesaid afterwards and before the payment of said Sum of money mentioned in the said note or any part thereof and also before the time limited and appointed by the said note for the payment thereof went to the same day and year and at the place aforesaid indorsed the said note in writing and by that indorsement ordered and appointed the contents of said note to be paid to the said Plaintiff or order and then and there delivered the said note so indorsed to the said Plaintiff of which said indorsement so made thereon as aforesaid the said defendants afterwards to wit on the same day and year and at the place aforesaid had notice. By Reason whereof and by force of the Statute in such case made and provided the said defendants became liable to pay to the said plaintiff the said Sum of money in the said note specified according to the tenor and effect of the said note and of the said indorsement so thereon made as aforesaid and being so liable the said defendants in consideration thereof afterwards to wit on the same day and year and at the place aforesaid undertook and then and there faithfully promised the said Plaintiff well and truly to pay unto the said plaintiff the said Sum of money in the said note specified according to the tenor and effect of said note. And whereas also the said defendants afterwards to wit

on the ninth day of July in the year of our Lord One thousand eight hundred and fifty three at the place aforesaid were indebted to the said plaintiff in the sum of Two thousand Dollars lawful money of the United States of America for money before that time lent and advanced by the said plaintiff to the said defendants and at the special instance and request of the said defendants and for other money by the said plaintiff before that time paid laid out and expended for the said defendants and at the like request of the said defendants and for other money by the said defendants before that time had and received to and for the use of the said plaintiff. And being so indebted the said defendants in consideration thereof afterwards to wit on the same day and year last aforesaid and at the place aforesaid undertook and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money in this count mentioned, when the said defendants should be thereunto afterwards requested. And whereas also the said defendants afterwards to wit on the same day and year last aforesaid and at the place aforesaid accounted together with the said plaintiff of and concerning divers other sums of money before that time due and owing from the said defendants to the said plaintiff and then and there being in arrear and unpaid and upon such accounting the said defendants then and there were found to be in arrear and indebted to the said plaintiff in the further sum of Two thousand Dollars of like lawful money aforesaid And being so found in arrear and indebted to the said

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plaintiff the said defendants in consideration thereof aftewards towit on the same day and year last aforesaid and at the place aforesaid undertook and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money last mentioned when the said defendants shall be thereunto aftewards requested. Nevertheless the said defendants although often requested &c have not nor yet nor any or either of them or any part thereof to the said plaintiff but to pay the same or any part thereof to the said plaintiff the said defendants have hitherto altogether refused and still do refuse to the damage of the said plaintiff of Two thousand dollars and therefore the said plaintiff brings suit &c

Ira Sole. Plaintiffs Attorney

note

$1000 Chicago Ills July 9th 1853

Twenty days after date we promise to pay S. Bronson Jr or Order One Thousand dollars for value received with interest at the rate of ten per cent after due for money loaned

Daniel Davidson

Endorsed S Bronson Jr A Davidson

The above is a copy of the note referred to in the within Declaration Ira Sole. Pfs Atty

Filed 28 Nov 1853. W Pumbar Clerk

$1000. Chicago Ill July 9th 1853

Twenty days after date we promise to pay to S Bronson Jr or order One Thousand Dollars for value received with interest at the rate of ten per cent per ~~annum~~ after due for Money loaned

Land Landon

A. Landon

Power of attorney

Know all men by these presents that we are justly indebted to S Bronson Jr upon a certain promissory note dated July 9th 1853 for the sum of One Thousand Dollars with interest at ten per cent after due and due twenty days after date Now therefore in consideration of the premises we do make constitute and appoint I N Kedzie or any attorney of any court of record to be our true and lawful attorney irrevocably for us and in our name place and stead to appear in any court of record in term time or in vacation in any of the States or Territories of the United States at any time either before or after said note becomes due to waive the service of process and confess a judgment in favor of S Bronson Jr or his assignees upon the said note for the above sum or as much as appears due unpaid upon said note and interest thereon to the day of the entry of said judgement together with costs and fifteen dollars attorneys fees and also to file a cognovit for the amount that may be unpaid and to release all errors that may intervene in the entering up said judgment and issuing the execution thereon and to waive our right to turn out real estate on Execu-

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tion, and we stipulate that no writ of error or appeal shall be prosecuted on said judgement nor any bill in Equity filed to intervene in any manner with the operation of the same, and in consideration of the money mentioned in said promissory note and of One dollar to us in hand paid the receipt whereof is hereby acknowledged we do hereby waive release and relinquish in favor of the said S. Bronson Jr the benefit of all exemption laws of this state whether relating to real or personal estate and particularly for the consideration aforesaid we do stipulate and agree that all right title claim interest benefit or advantage accruing or belonging to us from or by virtue of the act of the general assembly of the State of Illinois entitled an act to exempt Homesteads from sale on execution approved Feb 11 1851 is hereby waived and released and all property which we now own or may hereafter acquire is hereby made subject to levy and sale by virtue of any execution issued hereon, also in and by this Indenture which is executed subsequently to the making of the promissory note aforesaid and in consideration of One dollar to us in hand paid the receipt whereof is hereby acknowledged, we do forever release discharge and acquit the said S. Bronson Jr from all penalties, forfeitures penal actions and causes of action penal statutes and the defence of usury or by reason of the note aforesaid or by reason of any matter or thing at the time of executing this Indenture. Hereby ratifying and confirming all and whatsoever our said attorney may do by virtue hereof. Witness our hand and seals at Chicago Ills

176.

this 9th day of July a D 1853

Leand Leandon (Seal)

Sealed & delivered in presence of } a Leandon (Seal)
For Jas Watson & Co }

State of Illinois } ss. Samuel A Low of Chicago being
Cook County } duly sworn says he is acquainted
with the hand writing of Leander
Leandon & Armenter Leandon whose names are affixed
to the annexed warrant of attorney bearing date July 9th 1853
that he has seen them write and knows their signatures
subscribed thereto to be genuine

S. A Lowe

Subscribed & Sworn to before }
me this 28th day of November 1853 }

W Kimball Clerk

Endorsed: "S Bronson Jr."

Filed Nov 28 1853

W. Kimball Clerk

Cognovit }

County Court of Common Pleas.

In Vacation after the November Term A D 1853

Leander Leandon }
& Armenter Leandon } Cognovit
ads
William H King } and the said Leander Leandon
and Armenter Leandon. Defendants

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in the above entitled Suit by Ephraim Ward Jr their attorney come and defend the wrong and injury when &c and waive Service of process and say that they cannot deny ~~their action~~ of the said plaintiff nor but that they the defendants did undertake in manner and form as the said plaintiff hath thereof above complained against them nor but that the said plaintiff has Sustained damages on occasion of the Non performance of the Several promises and undertakings in the said declaration Mentioned including the Sum of Fifteen Dollars for his Reasonable attorney fees for entering up this judgment over and above his other costs and charges by him about this Suit in this behalf expended to One Thousand Forty Seven Dollars and 76 cents and the said defendants further agree that no writ of Error or appeal Shall be prosecuted on the judgement entered by virtue hereof, nor any bill in Equity filed to interfere in any manner with the operation of said judgment and that they hereby release all errors that may intervene in entering up the Same.

Ephraim Ward Jr Defts Atty.

Filed 28 Nov 1853. W Kimball. Clerk

Judgment

William H King
vs
Daniel Davidson & Armenia Davidson

Confession

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This day comes the said Plaintiff by Ira Scott his attorney and files herein his declaration of a plea trespass on the case on promises. And thereupon come also the said Defendants by Ephraim Ward Jr. their attorney in fact who files herein their warrant of attorney the execution of which being duly proved and also their Cognovit Confessing the action of the said Plaintiff against them and that he has sustained damages by occasion of the premises to the sum of One Thousand and forty Seven dollars and Seventy Six cents Therefore it is considered that the said Plaintiff do have and recover of the said Defendants his damages of One Thousand and Forty Seven Dollars and Seventy Six cents in form aforesaid confessed and also his costs and charges by him in this behalf expended and have execution therefor

State of Illinois } The people of the State of Illinois
County of Cook } To the Sheriff of Lee County, Greeting

We command you that of the Lands and Tenements Goods & Chattels of Elanid Davidson & Armenter Davidson Defendants in your County you cause to be made the Sum of One Thousand and forty Seven dollars and Seventy Six cents which William H. King Plaintiff lately in Cook County Court of Common Pleas of said County at a term thereof begun and held at Chicago in said County on the first Monday of November instant recovered against the said Defendants and which by the said Court was adjudged to the said Plaintiff for his damages, and also the further Sum of Nine dollars

25

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and Eighty five cents which were adjudged to the said Plaintiff for his costs and charges in that behalf expended whereof the said Defendants were convicted as appears to us of record. And have you then & there ready to render to the said Plaintiff for his damages and costs aforesaid and make return of said writ with an endorsement thereon in what manner you shall have executed the same in Ninety days from the date hereof

Witness Walter Kimball Clerk of our said Court and the Seal thereof at Chicago in said County this 3d day of November A.D. 1853

{Seal} Walter Kimball. Clerk

Levied by virtue of the ~~above~~ within on One Cream horse about six years as the property of the within named Defendants, February the 1st 1854

O Whaley Sheriff of Lee County Ills

The within Execution in part satisfied as follows. Property levied on sold for One Hundred and fifty Dollars. Charges for keeping property from August 1st 1853. ult to Febry 27 1854 amounting to fifty one 50/100 dollars deducted — Shff fees on Execution $4.50 $1.50.00

Levied & return .60 .75

Advertising &c .50 144.25

Travel — 15 1.50

Keeping Horse 1.50 $92.75

No other goods found of the defendants whereof to satisfy the residue of said Execution

costs be made

Ozias Wheeler Sheriff

Recvd of O Wheeler Sheriff of Lee County Ninty two 75/100 Dollars. February 28th 1854

Smith & Levanway

attys for Plaintiff

Filed 2 March 1854. W Kimball — clerk

State of Illinois } ss The people of the State of Illinois
County of Cook } To the Sheriff of said County: Greeting:

We have heretofore commanded you. We command you that of the Lands and Tenements, Goods and Chattels of Leanie Leavitt and Armenta Leavitt defendants in your County you cause to be made the Sum of One Thousand Forty Seven Dollars and Seventy Six cents which William H King, Plaintiff lately in the Cook County Court of Common Pleas of said County at a term thereof begun and held at Chicago in said County on the first Monday of November A.D. 1853 recovered against the said defendants and which by the said Court was adjudged to the said Plaintiff for their damages. And also the further Sum of One Dollar and fifteen cents which were adjudged to the said Plaintiff for his costs and charges in that behalf expended whereof the said defendants were convicted as appears to the Court of record. And have you these monies ready to render to the said Plaintiff for his damages

and costs aforesaid. and make Return of said writ with an endorsement thereon in what Manner you shall have executed the same in Ninety days from the date hereof. Witness Walter Kimball Clerk of our said Court and the Seal thereof at Chicago in said County this 5th day of May A.D. 1857

{Seal} Walter Kimball Clerk

By Virtue of the annexed Alias writ of Execution No 7943 I did on the fifth day of May 1857 Levy upon all the right title and interest of Leanie and Asmuton David Son in and to One undivided third part of the North East quarter of Section Number thirty five (35) in Township Number forty (40) North Range thirteen (13) East of the third Principal Meridian, and on the 28th day of May 1857 between the hours of nine in the morning and the setting of the Sun of the same day at the North door of the Court House in Chicago in Cook County the time and place of sale having been duly advertised according to Law, I did sell at public vendue to the highest and best bidder at said sale the Property levied upon as aforesaid for the Sum of Five Hundred Eighty & 26/100 Dollars $580.26 to William McKing and after deducting my fees &c on Execution $19.85 & cost of per bills accompanying the execution I have paid the balance to Plaintiffs $560.41 $580.26 And I return the annexed execution Satisfied

John L Wilson Sheriff
By D. W Bradley Deputy

182.

Received of John L Wilson Sheriff Nine Hundred Sixty 4 41/100 Dollars in full of the damages & costs of the within Execution

May 28th 1859

Fitch & Hewes
Francis L Fitch by
Wm Hewes

Filed June 6th 1859

W Kimball, Clerk

State of Illinois } ss
Cook County }

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

We command you that of the Lands and Tenements Goods and Chattels of Hannah Reardon and Armintor Reardon Defendants in your County you cause to be made the Sum of One Thousand and Forty Seven Dollars and Seventy Six cents which William H King Plaintiff lately in our Cook County Court of Common Pleas of said County at Chicago in said County on the 28th day of November A D 1853 in Vacation recovered against the said Defendants and which by the said Court was adjudged to the said Plaintiff for his damages, and also the further Sum of Seven Dollars which were adjudged to the said Plaintiff for his costs and charges in that behalf expended whereof the said defendants were convicted as appears to us of record. And have you the same monies ready to render to the said Plaintiff for his damages and costs aforesaid and make return of said writ with an endorsement thereon in what manner you shall have executed the

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183.

same in ninety days from the date hereof

Witness Walter Kimball Clerk of our said Court and the Seal thereof at Chicago in said County this 6th day of January A.D. 1854

Walter Kimball. Clerk

By Virtue of the annexed writ of Execution No. 5746 I did on the twentieth day of March 1854 levy upon levy upon all the right title and interest of Seaman Saunders in and to the following described real estate to wit Lot Eight (8) in Block Thirty (30) in Ogdens addition to the City of Chicago and the South thirty feet of Block One (1) in block Fifty four (54) in the original Town of Chicago together with the building thereon and the undivided three of section thirty five (35) in Township Forty (40) Range twelve east in Cook County, and on the 16th day of May 1854 between the hours of nine in the morning and the setting of the sun of the same day at the north door of the Court House in Chicago in Cook County (the time and place of sale having been duly advertised according to law) I did sell at Public Vendue to the highest and best bidder at said Sale the South thirty feet of ~~Lot~~ One (1) Block fifty four (54) in the original Town of Chicago together with the buildings thereon situated for the Sum of Five hundred Dollars to Francis Fitch and William Hewson the balance of the property levied upon as aforesaid is returned not sold for want of bidders. And after deducting my fees &c as Execution

$ 7.45 $ 7.45

and the amount of fee bills accompanying execution 10.50

I have paid the balance to Plaintiffs $ 482.05 - 500 -

and I returned the annexed execution satisfied for four hundred Eighty two & 05/100 dollars and all costs & no more property found to make the balance.

Le R. Bradley late Sheriff

By I. a Norton late Deputy

Received of Lyman P Bradley late Sheriff of Cook County Six dollars of the within costs

May 6th 1857 I H Woodworth

Received of Lyman P Bradley late Sheriff of Cook County Four hundred Eighty two dollars and five cents of the within damages May 16th 1857

Filed May 5 1857 W Kimball Clk Ditch & Reeves Assignee of Judgment

The complainant also introduced and read in evidence the record in the case of Robert B Dennis vs Leander Lawson in the Cook County Circuit Court and certain is-sued thereon, Judgement entered August 24 1858 and writs and returns

Plea Circuit Court of Cook County

State of Illinois } ss
Cook County } In Vacation June Special Term A.D. 1858

2 6
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Robert B Dennis Plaintiff in this suit by W. T Burgess his attorney complains of Daniel Davidson defendant in a plea of trespass on the case on promises. For that whereas the said defendant heretofore to wit: on the Sixth day of april in the year of our Lord one Thousand eight hundred and fifty eight at Chicago to wit at said County of Cook made his certain promissory note in writing bearing date the day and year aforesaid and then and there delivered the same to said Plaintiff in and by which said note said defendant promised to pay to the order of the said Plaintiff, Nine Thousand Dollars three Month after date thereof with interest for value By means whereof and by force of the Statute in such case made and provided the said defendant became liable to pay the said Plaintiff said Sum of Money mentioned in said Note and being so liable in consideration thereof then and there undertook and promised to pay the same to the said Plaintiff according to the tenor and effect true intent and meaning of the said Note and of the indorsement aforesaid to wit at the place aforesaid — Yet although often requested the said defendant hath not yet paid the said Sum of money or any part thereof to the Plaintiff but so to do hath hitherto wholly refused and still do refuse to the damage of the Plaintiff of Ten Thousand Dollars, and therefore he brings suit &c

W. T Burgess Plaintiffs attorney

note

$ 9000 — Chicago April 6th 1858

Three months after date for value received

186.

I promise to pay Robert B Dennis or order the sum of Nine Thousand dollars with interest

Lear Davidson

Know all men by these Presents that Whereas the Subscriber Lear Davidson is justly indebted to Robert B Dennis upon a certain Promissory note bearing even date herewith for the Sum of Nine Thousand Dollars ~~or thereabouts and three months after date~~ with interest made payable to said Robert B Dennis ~~or order~~ the receipt whereof is hereby acknowledged I do hereby make constitute and appoint William T Burges or any attorney in any court of record ~~to be~~ my true and lawful attorney ~~for~~ irrevocably me and in my place, name and stead to appear before any Justice of the Peace or in any Court of record in term time or in vacation in any of the States or Territories of the United States at any time after the date hereof to waive service of process and confess a judgement in favor of the said Robert B Dennis or his or their assigns or assignees upon the said note for the above Sum or for as much as appears ~~due~~ to be according to the tenor and effect of said note with interest thereon together with costs also for One Hundred dollars usual attorneys fees to be added to the amount due on entering up ~~said~~ judgment also to file a cognovit for the amount that may be so due with an agreement thereon that no writ of error or appeal shall be prosecuted upon the judgment entered by virtue hereof nor any bill in equity filed to interfere in any manner with the operation of such judgment and to release all errors

X Order and three months after date with interest now thereon in consideration of the premises & of the sum of one dollar to me in hand paid by the said Robert B Dennis

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that may intervene in the entering up of such judgement or issuing the execution thereon and also to consent to immediate execution upon such judgment. Hereby ratifying and confirming all that my said attorney may do by virtue hereof

Witness my hand and seal this sixth day of April A D 1858

In presence of Leander Leavidson [Seal]

State of Illinois
County of Cook } ss William T Burgess of said County being duly sworn says that he personally knows Leander Leavidson who has signed the within note and power of attorney and is well acquainted with his hand writing that the within note is signed in the proper hand writing of the said Leavidson

W T Burgess

Subscribed and sworn to before me this 2d day of August A D 1858

William L Church Clk

Cognovit. Circuit Court of Cook County

Leander Leavidson
vs
Robert B Dennis

In Vacation after June Special Term A D 1858
Cognovit

And the said Leander Leavidson defendant in the above entitled cause by L W Hervey his attorney comes and defends the wrong and injury when &c and waives Service of process and says that he

cannot deny the action of the said Plaintiff nor but that the said Plaintiff has sustained damages on occasion of the non performance of the several promises and undertakings in the said declaration mentioned including the sum of one hundred dollars for his reasonable attorney fees for entering up the judgment over and above his other costs and charges by him about his suit in this behalf expended to nine thousand ~~dollars~~ two hundred and ninety five dollars, and the said defendant further agree that no writs of error or appeal shall be prosecuted on the judgment entered by virtue hereof nor any bill in Equity filed to interfere in any manner with the operation of said judgment and that he hereby release all errors that may intervene in entering up the same or issuing execution thereon and consent to immediate execution upon such judgment.

Chs M Heardley Defts Atty.

Security for Costs. In the Circuit Superior Court

Robert B Dennis
vs
Hannibal Davidson

I do hereby enter myself Security for costs & acknowledge myself bound to pay all ~~the~~ costs that may accrue to the opposite party or any of the Officers of this Court in this cause under the laws of this State

Dated August 29 1858

W. T Burgess

Filed this 29 day of August 1858

189.

Robert B Dennis
vs
Jeanie Jeandson
} Confession

This day comes the said Plaintiff by W J Burgess his attorney whereupon hereis his certain declaration in a plea of trespass on the case on promises and thereupon comes the said Defendant by C W Hawley his attorney in fact whereupon hereis his warrant of attorney the execution of which being duly proved and also his cognovit confessing the action of said Plaintiff against him and that he has sustained damages herein to the amount of Five Thousand Two hundred and ninety five dollars. Therefore it is considered that the said Plaintiff do have and recover of the said Defendant his damages of Five Thousand Two hundred and Ninety five dollars in form as aforesaid confessed together with his costs and charges by him about his suit in this behalf expended and have execution therefor

State of Illinois
Cook County
} The people of the State of Illinois to the Sheriff of said County Greeting We command you that of the Lands and Tenements Goods and Chattels of Jeanie Jeandson Defendant in your County you cause to be made the Sum of Five Thousand Two hundred and Ninety five Dollars which Robert B Dennis Plaintiff lately in the Circuit Court of Cook County in vacation after the June Special term thereof at Chicago in said

County in the 2d August instant recovered against the said Leanni Leavdon defendant for his damages and also the further sum of Four dollars and fifty cents which were adjudged to the said plaintiff for his costs and charges in that behalf expended whereof the said defendant is convicted as by the said appears of record And have you these Monies ready to render to the said plaintiff for his damages and costs aforesaid and make return of this writ with an endorsement hereon in what manner you shall have executed the same in Ninety days from the date hereof.

Witness William L Church Clerk of our said Court and the seal thereof at Chicago in said County this 27th day of August a.d. 1858

Seal

Wm L Church. Clerk

By virtue of the within execution I have this 27th day of August 1858 levied upon the right title and interest of Leanni Leavdon in and to the undivided third part of the North East quarter of Section Thirty four (34) in Township forty (40) North of Range thirteen (13) East of the third Principal Meridian

John L Wilson Sheriff

By D. M. Bradley Deputy

and on the 28th September a.d. 1858 between the hours of Nine in the Morning and the Setting of the Sun of the same day at the North door of the Court

~~71~~

191.

house in Chicago in Cook County / the time and place of sale having been duly advertised according to law / I did offer for sale at Public Vendue the property levied upon as aforsaid and Robert B Dennis having bid the amount of Six hundred fifty seven dollars and seventy Cts being the amount of redemption money placed in my hands together with the annexed execution to redeem a former sale of the aforesaid premises made under execution from the Cook County Court of Common pleas Court of Cook County in favor of William H King and against Leanii Leander and Armenta Leanders on which said sale was made on the 28th day of May 1857 with interest at ten per cent per annum to the time of sale and there being no other or greater bids the said tract of land the same was struck off and sold to him and I have made a deed therefor & Return Execution no part Satisfied

Recording certificate .75
Fees L m & R .70
advertising 6.25

Cost Red 1. deed 1.25 2.25
$ 9.95

John L Wilson Sheriff
By T M Bradley Deputy

Rec'd the deed mentioned in the within Return
Sept 24 1858 W. J Barges Pfs atty

The complainants also introduced and read in evidence the record in the case Robert B Dennis vs Leanii Leanders et al 6198 in the Cook County Court of common pleas and the proceedings issued thereon and endorsements on the execution

192.

State of Illinois } ss
County of Cook }

Cook County Court of common pleas in vacation before the February term 1854

Robert B Dennis

vs

James A Watson
Armenton Davidson
& Daniel Davidson

Robert B Dennis Plff in this suit by C Heaven his attorney complains of James A Watson Armenton Davidson & Daniel Davidson, doing business under the name style and firm of J A Watson & Co of a plea of trespass on the case upon promises &c For that whereas the said defts here before were on the fourth day of January A.D. 1854 at Chicago in the County of Cook aforesaid made their joint and promissory note in writing in the words and figures following to wit $6000 Chicago Jany 4th 1854

Six days after date for value received we jointly & severally promise to pay to Robert Barclay Dennis or order the sum of Six Thousand Dollars with interest

J. A Watson
A. Davidson
Daniel Davidson

And then & there in & by the said promissory above described promise to pay to the said Robert Barclay Dennis the said plff or his order the said sum of money in the said promissory note specified in five days after the date of the said promissory note and then & there delivered the said promissory note to the said Plff. By means whereof and by force of the statute in such case made and

~~2~~

193.

provided the said Defendants became liable to pay the said Sum of Money in the said promissory note mentioned. And being liable in consideration thereof they the said Defendants afterwards to wit on the day and year aforesaid at the County aforesaid promised to pay the said Sum of Money in the said promissory note ~~mentioned~~ specified according to the tenor and effect true intent & meaning thereof. Nevertheless they the said Defendants not regarding their said promise and undertaking but contriving & fraudently intending craftily & subtilly to deceive the said Plff in this behalf have not as yet paid the said Sum of Money to the said Plff or any part thereof although often requested so to do. But they so do have wholly neglected & refused & still do neglect & refuse to the damage of the said Plff of Six Thousand Fifty Dollars and therefore he brings his Suit &c

C Haven Plffs Atty

Note & Power of Atty

$6000 Chicago Jany 4 1854

Five days after date for value received we jointly and severally promise to pay to Robert Barclay Dennis or order the Sum of Six Thousand Dollars with interest

I. A Watson
A Davidson
Alan Davidson

Know all men by these presents that we the Subscribers are justly indebted unto Robert Barclay Dennis upon a certain promissory note bearing even date herewith for the sum of Six Thousands Dollars and made payable to

said Dennis or order and due five days after date. Now Therefore in consideration of the premises we do hereby make Constitute and appoint Geo W Leavenfort or any attorney of any court of record to be our true and lawful attorney irrevocably for us and in our name and stead to enter our appearance before any Justice of the peace or any Court of record in the United States of America or any of the Territories thereof at any time from and after the date hereof to waive the service of process and confess a judgment in favor of the said Robert Barclay Dennis or his assigns or assignees upon said note for the above sum or for so much as appears to be due according to the tenor and effect of said note with interest thereon ~~accruing~~ to the day of the entry of said judgment together with costs and attorneys fees and also to file a cognovit for the amount that may be so due with an agreement therein that no writ of error or appeal shall be prosecuted upon the judgment entered by virtue hereof nor any bill in equity filed to interfere in any manner with the operation of said judgment and to release all errors that may intervene in the entering up of said judgments or issuing the execution thereon I hereby ratifying & confirming all that our said attorney may do by virtue hereof

Witness our hands and seals this fourth day of January A.D. 1854

J. C. Watson [Seal]

A Landon [Seal]

Jean Leandon [Seal]

~~Jan~~

1854.

State of Illinois } ss
County of Cook }

Leanie Leavidson being duly sworn deposeth & saith that he is acquainted with the said James A Watson & the said Armenton Leavidson the persons who signed the within note & power of attorney and that the signature J A Watson is the true and genuine signature of the said James A Watson one of the Defts in this suit & that he signed the same in the presence of this deponent, and this deponent further saith that the signature A Leavidson is the true & genuine signature of the said Armenton Leavidson and this ~~Signature~~ deponent further saith that the signature Leanie Leavidson is the true and genuine signature of this deponent, and this deponent further saith that the said Armenton Leavidson signed the said note & power of attorney in the presence of this deponent

Jany 23 1854 Leanie Leavidson

W Kimball clk

Plffs Bill of Particulars

$600 Chicago Jany 4 1854

Three days after date for value received We jointly & severally promise to pay to Robert Barclay Dennis or order the Sum of Six Thousand Dollars with an

J W Watson
A Leavidson
Leanie Leavidson

Robert B Dennis
vs
James A Watson
Armenton Leavidson
& Leanie Leavidson

Cook County Court of
Common Pleas
Assumpsit $600.

196.

Pidies 23 Jany 1854 Wm Kimball Clk

Confession

Robert B Dennis
Es
James A Watson
Daniel Davidson
& Armentin Davidson

January 23rd A.D. 1854

Confession

And now upon this day come the said Plaintiff by C. Haven his attorney and file herein his declaration in a plea of trespass on the case upon promises, and thereupon also come the said defendants by their attorney Wm T Burgess who file herein their warrant of attorney the execution of which being duly proved and also their cognovit confessing the action of the said Plaintiff against them and that he has sustained damages by occasion of the premises to the sum of Six thousand and twenty five dollars. Therefore it is considered that the said Plaintiff do have and recover of the said defendants his damages of Six thousand and twenty five dollars in form aforesaid by the said defendants confessed and also his costs and charges by him in this behalf expended and have execution therefor

John M Watson

Execution

State of Illinois } ss The people of the State of
County of Cook } Illinois to the Sheriff

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of Lee County Greeting: We command you that of the Lands and Tenements Goods and chattels of James A Watson Elanie Clawson & Armenter Clawson Defendants in your County you cause to be made the Sum of Six Thousand and twenty five Dollars which Robert B. Dennis Plaintiff in the Cook County Court of Common Pleas of said County at Chicago in said County on the 23rd day of January instant recovered against the said Defendants and which by the said Court was adjudged to the said Plaintiff for his damages and also the further sum of Four Dollars and Seventy cents which were adjudged to the said Plaintiff for his ~~Costs~~ Costs and Charges in ~~and~~ that behalf expended whereof the said Defendants were convicted as appears to us of record. And have you then there Money ready to render to the said Plaintiff for his damages and costs aforesaid and make return of this writ with an endorsement thereon in what manner you shall have executed the same in ninety days from the date hereof.

Witness Walter Kimball Clerk of our said Court and the Seal thereof at Chicago in said County this 27th day of January 1854

Walter Kimball Clerk

Search Made No property found within the County whereon to levy to make the within amount

Levied on January 27th 1854

Ozias Wheeler Sheriff of Lee County

The complainant also introduced and read in evidence a Sheriffs deed dated the 25th of Sept. 1858 Made by John S Wilson Shff to Robert B Dennis

Sheriffs Deed

Whereas William H King did at the November term A.D. Eighteen hundred and fifty three of the Cook County Court of Common Pleas of Cook County in the State of Illinois recover a judgment against Daniel Davidson and Amanda Davidson for Ten hundred and forty seven Dollars and Seventy ~~Six~~ cents and costs of suit upon which judgement an ~~execution~~ was issued dated on the fifth day of May A.D. Eighteen hundred and fifty seven directed to the Sheriff of Cook County to execute and by virtue of said execution John S Wilson the Sheriff of Cook County levied upon the undivided three fourth of the North east quarter of Section thirty four (34) in Township forty (40) North of Range thirteen (13) East of the third Principal Meridian in the county of Cook and the State of Illinois. And on the twenty eighth day of May Eighteen hundred and fifty seven after duly advertising according to law the land levied on according to law the land levied upon as aforesaid were struck off and sold to William H King for the sum of Five hundred and Eighty Dollars and twenty six cents he being the highest and best bidder therefor. And whereas Robert B Dennis did on the twenty seventh day of August Eighteen hundred and fifty eight in the recited

Court of Cook County in Vacation recover a judgement against Leanni Leavitson for the sum of Nine Thousand two hundred and ninety five dollars and costs of suit upon which judgment an execution was issued dated on the twenty Seventh day of August A.D. Eighteen hundred and fifty eight which said Execution was placed in my hands by Robert B Dennis together with the sum of Six hundred fifty two dollars and eighty cents for the redemption of the Lands so sold as aforesaid. And on the 27th day of August 1858 I endorsed a levy upon said Execution in favor of Robert B Dennis and against Leanni Leavitson on the undivided three fourths of the North east quarter of Section twenty five (25) in township forty (40) North of Range thirteen (13) east of the third Principal Meridian in the County of Cook and State of Illinois on the twenty third day of September Eighteen hundred and fifty eight after duly advertising according to Law. I did offer for sale at public Vendue to the highest bidder the property levied upon as aforesaid and Robert B Dennis having bid the sum of Six hundred and fifty seven dollars and seventy cents for said tract of land and there being no other or greater bids the same was struck off and sold which said sum being the amount of the redemption money placed in my hands together with ten per cent per annum interest thereon to the time of sale. Now therefore Know all by these and that I John L Wilson Sheriff of said County of Cook in consideration of the premises have

granted bargained and sold and do hereby convey to the said Robert B Lennis his heirs and assigns the following described land to wit: The undivided third part of the North East Quarter of Section thirty five (35) in Township forty (40) North of Range thirteen (13) East of the third principal Meridian in Cook County and State of Illinois

To have and to hold the said described premises with all the appurtenances thereto belonging to the said Robert B Lennis his heirs and assigns forever. Witness my hand and seal this 25th day of September in the year of our Lord one thousand eight hundred and fifty eight.

John L Wilson [Seal]
Sheriff of Cook County

State of Illinois }
Cook County } ss

I Walter Kimball clerk of the Cook County Court of Common Pleas in and for Cook county do certify that John L Wilson that John L Wilson Sheriff of Cook County personally known to me to be the same person whose name is subscribed to within annexed deed this day acknowledged before me that he executed the said deed as such Sheriff voluntarily and freely for the uses and purposes therein set forth. Given under my hand and seal of said Court this 28th day of September Eighteen hundred and fifty eight

[Seal]
Walter Kimball Clerk

Filed for record 29th September 1858 and duly recorded in Book No 1 of Deeds page 603 Wm L Church Clk

201.

And also certificate of redemption to Robert B Dennis recorded Aug 28 1858

Certificate of Redemption

State of Illinois } ss I John L Wilson Sheriff of Cook
County of Cook } County do hereby certify that by virtue of a certain writ of Execution to me directed from the Cook County Court of Common pleas in favor of William H King and against Daniel Davidson and Armintor Davidson dated the Fifth day of May Eighteen hundred and fifty Seven & duly on twenty eighth day of May Eighteen hundred and fifty Seven did the undivided three fourths of the North East quarter of Section Thirty five (35) in Township forty (40) of Range thirteen (13) east of the third principal Meridian to William H King for Five hundred and Eighty dollars and twenty six cents. And on the 27 day of August 1858 Robert B Dennis has placed in my hand an execution issued from the Circuit dated 27th August 1858 in favor of said Dennis and against said Davidson as judgment Creditor of said Davidson together with Six hundred and fifty two dollars and Eighty cents for the benefit of the Purchaser ~~or~~ Purchasers of said tract of land including the interest at the rate of ten per cent per annum from the time of sale

John L Wilson Sheriff
by L M Bradley Deputy

The Defendants the Mantic Bank and James H Woodworth then introduced and read in Evidence the Lease made by Richard K Swift to Hanni Leavidson bearing date October 9th 1846 and the assignment thereof by said Hanni Leavidson to Stephen Bronson ~~for~~ dated March the 9th 1853 by the which said lease and the said assignment thereof were filed for record in the office of the Recorder of cook County in the State of Illinois on the 6th day of February A D 1854 and was recorded in said office in Book 72 of Deeds Page 408 of which said lease and the assignment thereof to said Bronson the following are copies.

LEASE: This Indenture Made the 19 day of October in the year of Our Lord One Thousand Eight hundred and forty six between Richard K Swift of the first part and Hanni Leavidson of the Second part both of Chicago, County of Cook and State of Illinois. Witnesseth that the said party of the first part for and in consideration of the Covenants and agreements hereinafter mentioned to be Kept and performed by the said party of the Second part his executors administrators and assigns hath demised and leased & the said party of the Second part all that certain lot or piece of land situate lying and being in the said County of Cook and described as follows to wit. The undivided one third part of the North east quarter of section No twenty four (24) in township No forty (40) North of range No Thirteen (13) east of the third principal Meridian Called the Stone Quarry lot. To Have and to Hold the said above

~~57~~
203.

described premises with the appurtenances unto the said party of the second part his executors administrators and assigns from the 19th day of October in the year of our Lord One thousand eight hundred and forty six forever or until this lease shall ceased by the terms thereof. And the said party of the second part in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part doth covenant and agree with the said party of the first part his heirs executors administrators and assigns to pay the said party of the first part as rent for the said demised premises the sum of One Hundred Dollars for each and every year time that said party of the second part his heirs executors administrators or assigns may hold possession of the above described premises and payable as follows to wit fifty dollars on the day and date hereof and the sum of fifty dollars at the end of each and every half-year from and after the date hereof, and will also pay or cause to be paid all taxes and assessments that may be said charged or assessed on said demised premises pending the existence of this lease or if at any time after any such taxes or assessments shall have become due or payable the said party of the second part or his legal representatives shall neglect to pay such taxes or assessments it may be lawful for the said party of the first part to pay the same at any time hereafter and the amount of any and all such payments so made by said party of the first part shall be deemed and taken and are hereby de-

Clare to be so much additional and further rent for the above demised premises due from and payable by the said party of the second part his executors administrators or assigns and may be collected in the same manner by distress or otherwise as is hereinafter provided for the collection of other rents to grow due hereon, And the said party of the second part further covenants with the said party of the first part that at the expiration of the time in this lease mentioned he will yield up the said demised premises to the said party of the first part in as good condition as when the same were entered upon by the said party of the second part loss by fire or inevitable accident ~~the~~ and ordinary wear excepted, It is further agreed by the said party of the second part that neither he nor his legal representatives will underlet said premises or any part thereof nor assign this lease without the written assent of said party of the first part first had and obtained thereto And it is mutually covenanted and agreed by and between the parties hereto that if the rent above reserved or any part thereof shall be behind or unpaid on the day of payment whereon the same ought to be paid as aforesaid or if default shall be made in any of the covenants agreements or conditions herein contained to be kept by the said party of the second part his Executors administrators or assigns and at any time within sixty days thereafter it shall and may be lawful for the said party of the first part his Executors administrators agent attorney or assigns at his or their election to declare said term ended and into

the said demised premises or any part thereof either with or without process of law to reenter and the said party of the second part or any other person or persons occupying in or upon the same to expel remove and put out using such force as may be necessary in so doing and the said premises again to repossess and enjoy as in his former first estate and to distrain for any rent that may be due thereon upon any property belonging to the said party of the second part whether the same be exempt from execution or distress by law or not, and the said party of the second part in that case hereby agrees to waive all legal rights which he may have to hold or claim any such property under any exemption laws now in force in this State or in any other way. Meaning and intending hereby to give to the said party of the first part his heirs executors administrators or assigns a valid and first lien upon any and all the goods chattels or other property belonging to the said party of the second part as security for the payment of said rent in manner aforesaid anything hereinbefore to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part his heirs executors administrators or assigns as aforesaid or in any other way the said party of the second part his executors administrators and assigns doth hereby Covenant and agree to surrender and deliver up said above described premises and property peaceably to the said party of the first part his heirs executors administrators and assigns immediately upon the determination of said term as aforesaid, and if he shall

remain in possession of the same three days after notice of such default or after the termination of this lease in any of the ways above mentioned he shall be deemed guilty of a forcible detainer of said demised premises under the Statute and shall be subject to all the conditions above named and to eviction and removal forcibly or otherwise with or without process of law as above stated. And the said party of the first part further agrees that if the said party of the second part shall first faithfully and without delay pay the rents aforesaid on the days which the same shall become due and payable as aforesaid and also first perform all his covenants and agreements herein contained then and in such case only if the said party of the second part shall at any time at his own option pay to the said party of the first part his heirs and assigns over and above the amount of rents which may have become due hereon the sum of Seven Hundred dollars then the said rents cease, and then the said party of the first part at his own during his house in Chicago execute and deliver in person or by attorney duly authorized a good and sufficient Warranty Deed or Deeds and thereby assign and convey to the said party of the second part his heirs and assigns a good and indefeasible title and all the right title and interest of the said party of the first part to the above described premises with their appurtenances. And it is further mutually covenanted and agreed by and between the parties hereto that if the said party of the second part shall fail to pay the rents or other sums

of Money hereinbefore mentioned or any part thereof at the time or any of the times herein specified for the payment thereof or shall fail to comply with any of his covenants or agreements or any of the terms herein contained then the agreement by the said party of the first part herein contained to convey the aforesaid premises to the said party of the second part to be absolutely null and void either in Law or Equity and no longer binding upon the said party of the first part and it is expressly agreed and understood that the time mentioned for the payment of the aforesaid sums of money is the essence of the covenants and agreements herein contained any law or usage to the contrary notwithstanding. In Testimony Whereof the said parties have hereunto set their hands and seals the day and year first above written

In presence of } R K Swift (Seal)
Kenny A Swift } Jeane Deandrea (Seal)

Endorsements

Oct 19/46 fifty dollars Rent paid on the within
R K Swift

April 19/47 fifty dollars Rent paid on the within to date
R. K Swift

Oct 19/47 fifty dollars Rent paid on the within to date
R. K Swift

April 19/48 Fifty dollar Rent paid on the within to date
R. K Swift

Oct 19/48 Fifty dollars Rent due Oct 19/48 paid on the date
last above named
R. K Swift

Apr 19/49 Rent paid due this day

R K Swift

Oct 19/49 Fifty dollars rent paid due Oct 19 1849

R K Swift

Apr 19/50 Fifty dollars rent paid 6 mos in advance

R K Swift

Oct 19/50 Fifty dollars rent paid 6 mos in advance

R. K Swift

Oct 27/52 all the rents due up to the 19th on the land are paid

R. K Swift

Nov 7/53 all the rents due up to twelfth of October 1853 Eighteen hundred and fifty three have been paid

R K Swift

Know all Men by these presents that I Lewis Leander in consideration of One Dollar to me paid by Stephen Bronson & another & other valuable considerations do hereby sell assign transfer and set over to said Bronson the within and annexed Indenture from R K Swift to me dated Oct 19th 1852 and all my right title and interest in and to the premises therein described, being the undivided third part of the North east quarter of section No thirty four (34) Township No forty (40) North of Range No thirteen (13) E called the Stone Quarry lot . Witness my hand and seal this 9th day of March 1863

Lewis Leander

Sealed Delivered
In Presence of I K Kizzie

~~10~~
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State of Illinois } ss
Cook County } John H Kedzie of said County being duly Sworn doth depose and say that the above named Daniel Leavitt executed & delivered the above assignment in presence of the deponent on the day of the date thereof freely & voluntarily

Subscribed & sworn to before me this 6th day of February 1854 } John H Kedzie

Wm H Stewart Notary Public

State of Illinois }
Cook County & } ss This day personally appeared before me
City of Chicago } the undersigned a Notary Public in & for the City of Chicago in the County and State aforesaid John H Kedzie to me known to be the person whose name is subscribed as witness to the within instrument who being duly sworn according to Law deposes and says that Daniel Leavitt whose name is subscribed to the within instrument executed said instrument in the presence of said deponent for the uses and purposes therein expressed & Witness My Hand & Notarial Seal this second day of April A D 1857

Gideon H Leavenport
Notary Public

Not Seal

Feby 6th 54 Received the within to Stephen Bronson Subject to the same date of the within agreement of between Leavitt & self R. K Swift.

The said defendants Mantic Bank and Woodworth

also introduced also introduced and read in evidence a warranty deed from Richard K Swift and ~~his~~ Melissa a Swift his wife to Stephen Bronson jr dated February 6th 1854 and filed for record in the office of the Recorder of the County of Cook in the State of Illinois on the 24th day of February 1854, and marked Exhibit No 2 and referred to in the deposition of Stephen Bronson jr, and recorded in the said office in book 72 of deeds Page 415 of which said deed from said Swift and wife to said Bronson the following is a copy.

Deed

This Indenture Made this 6th day of February in the year of our Lord One Thousand eight hundred and fifty four between R K Swift and his wife of Chicago County of Cook and State of Illinois party of the first part and Stephen Bronson Jr of the city of Chicago County of Cook and State of Illinois party of the second part Witnesseth That the said party of the first part for and in consideration of the sum of Seven hundred Dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and the said party of the second part forever released discharged thereform ha- granted bargained sold remised released aliened and confirmed and by these presents do grant bargain sell remise release alien and confirm unto the said party of the second part and to his heirs and assigns forever all the following described lot piece or parcel of land situate lying and being in the County of Cook and State of Illinois to wit One undivided One

thereof part (1/3) of the North East quarter of Section No Thirty four (34) in Township No forty (40) North of Range No Thirteen (13) East of the Third Principal Meredian Called the Stone Quarry Lot. Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest claim or demand whatsoever of the said Party of the first part either in law or in equity of ~~and~~ in and to the above bargained premises with the hereditaments and appurtenances. To Have and to Hold the said premises above bargained and described with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said Party of the first part for themselves and their heirs executors and administrators do covenant grant bargain and agree to and with the said party of the second part his heirs and assigns that at the time of the ensealing and delivering of these presents they are well seized of the premises above conveyed as of a good sure perfect absolute and indefeasible estate of inheritance in the law in fee simple and have good right full power and lawful authority to grant bargain sell and convey the same in manner aforesaid and that the same are free and clear of all other and former grants bargains sales liens judgments taxes assessments and incumbrances of what kind or nature soever. and the above bargained premises in the quiet and peaceable possession of the said Party of the second part

his heirs and assigns against all and every person & persons lawfully claiming or to claim the whole or any part thereof the said parties of the first part shall and will warrant and forever defend. Subject nevertheless to all assessments and taxes to be imposed & levied thereon since the 19th day of October A.D. 1846. In testimony whereof the said parties of the first part hereunto set their hands and seal the day and year first above written

Signed sealed and delivered in presence of.
John B Passons

R K Swift [Seal]
Melissa A Swift. [Seal]

State of Illinois }
Cook County } ss

I Andrew J Brown a Notary Public in and for the said County in the State aforesaid do hereby certify that R K Swift & Melissa A Swift his wife personally known to me as the same person whose names are subscribed to the above warranty deed appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act and for the uses and purposes therein set forth. And the said Melissa A. wife of the said R K Swift having been by me examined separate and apart and out of the hearing of her said husband and the contents and meaning of the said instrument of writing having been by me fully made known and explained to her she acknowledged that she had freely and voluntarily executed the same and relinquished her dower to the lands and tenements therein mentioned without com-

pulsion of her said husband and that she does not wish to retract the same. Given under my hand and Notarial seal this 26th day of February A.D. 1854

[Notary Seal]

Andrew J. Brown
Notary Public

The said defendants Prairie Bank and Wm Woodworth also introduced and read in evidence deeds of conveyance as follows

Stephen Brown Jr & wife
To
Thomas P. Bracy

Deed dated February 18 1854
Recorded July 19 1854 in the Office of the Recorder of Cook County
Consideration $4,400

Thomas P Bracy
To
Wells & Tucker

Deed dated July 26 1854
Recorded Oct 20 1854 in the Office of the Recorder of Cook County
Consideration $6000

Wells & Tucker
To
Wm H King

Deed of Trust to secure the three notes of $2000 each being for payment of the purchase of the land Conveyed by Bracy to Wells & Tucker with power of sale in default of payment &c Deed dated July 26 1854. Recorded Sept 20. 1854 in the Office of the Recorder of Cook County Illinois.

William H King
To
James H Woodworth

Trustees deed dated Oct 15th 1855. Recorded Oct 26 1855 in the Office of the Recorder of

Cook County Illinois. Recites Default &c and Sale for non payment of Notes Secured by the Deed of Trust &c &c
Consideration $500

James H Woodworth
To
Merchants & Mechanic Bank

Deed dated Oct 26 1855
Recorded in the office of the Recorder of Cook County Illinois January 29 1857. Which deed is as follows to wit;

Deed;

This Indenture made this twenty sixth day of October in the year of our Lord One thousand Eight hundred and fifty five Between James H Woodworth and almyra B his wife of the city of Chicago County of Cook and State of Illinois parties of the first part and the Merchants & Mechanics Bank of Chicago of the city of Chicago in said County and State party of the second part. Witnesseth that the said party of the first part for and in consideration of One hundred dollars in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and the said party of the first part forever released and discharged therefrom has remised released conveyed and quit claimed and by these presents do remise release convey and quit claim unto the said party of the second part its successors and assigns forever all the right title interest claim and demand which the said parties of the first part have in and to the fol

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hereinafter described lot piece or parcel of land situated in the County of Cook and State of Illinois known and described as follows to wit. One undivided third part of the North East quarter of Section Number thirty five (35) in Township Number forty four (44) North of Range Number thirteen (13) East of the third Principal Meridian and called the Stone quarry Lot. Said premises being taken for indebtedness due said party of the second part
To Have and to Hold the same together with all and singular the appurtenances and privileges thereto belonging or in anywise appertaining and all the right title interest and claim whatever of the said parties of the first part either in Law or Equity to the only proper use benefit and behoof of the said party of the second part its successors and assigns forever. In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

Samuel H Woodworth [Seal]
Almyra B Woodworth [Seal]

State of Illinois }
Cook County } ss

I William H Stewart a Notary public in and for said County, in the State aforesaid do hereby certify that Samuel H Woodworth and Almyra B his wife personally known to me as the same persons whose names are subscribed to the foregoing instrument of writing appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary

my act for the uses and purposes therein set forth
And the said Almyra B wife of the said James H Wood
wnth having been by me examined separate and apart
and out of hearing of her said husband and the contents
and meaning of the said instrument of writing having been
by me made known to her acknowledges that she has
freely & voluntarily executed the same and relinquished
her dower to the lands and tenements therein mentioned
without compulsion of her said husband and that
she does not wish to retract the same

Given under my hand and notarial seal this twenty
nnth day of October ade 1855

[Notary Seal]

W^m H Stewart
Notary Public

Merchants & Mechanics Bank To Lyman Trumbull } Deed date January 7 1857. Recorded in the Office of the Recorder of cook County Illinois January 29 1857 Consideration $ 9.500

Lyman Trumbull & wife To The Mantic Bank } Deed date July 10 1858 Recorded August 27 1858 in the Office of the Recorder of cook County Illinois. Consideration $ 1.00

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Deed This Indenture made this eight day of February in the year of our Lord one thousand eight hundred and fifty four between Stephen Thomson &

and Amelia his of the City of Chicago in County of Cook
& State of Illinois of the first part and Sherman P. Tracy
of the same place of the second part witnesseth, That the
said party of the first part for and in consideration of the sum
of Forty four Hundred Dollars in hand paid by the said
party of the second part the receipt whereof is hereby acknowl-
edged and the said party of the second part forever released and
discharged therefrom has granted bargained sold remised
released aliened and conveyed and by these presents do
grant bargain sell remise release alien and convey
unto the said party of the second part and to his heirs and
assigns forever all the following described premises &c
said to lying and being in the County of Cook and State
of Illinois, Being the undivided one third part of
the North East quarter of Section No thirty five (35) in
Township No forty four (44) North of Range No thirteen (13)
east of the third principal Meridian called the Stone
quarry tract. Together with all and singular the hered-
aments and appurtenances thereunto belonging or in anywise
appertaining and the reversion and reversions remainder and
remainders rents issues and profits thereof and all the
estate right title interest claim or demand whatsoever
of the said party of the first part either in Law or Equity
of in and to the above bargained premises with the
hereditaments and appurtenances. To Have and to Hold
the said premises above bargained described with the appurtenan-
ces unto the said party of the second part his heirs and
assigns forever. And the said Stephen Roman for

for himself his heirs Executors and Administrators does Covenant bargain and agree to and with the said party of the second part his heirs and assigns that at the time of the ensealing and delivery of these presents the said Stephen Bronson jr and Amelia his wife are well seized of the premises above conveyed as of a good sure perfect absolute and indefeasible Estate of inheritance in the law in fee simple and have good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid and that the same are free and clear from all former and other grants bargains and sales liens judgments taxes assessments and incumbrances of what kind and nature soever, and the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof shall and will warrant and forever defend. In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written.

Stephen Bronson jr. Seal

Amelia Bronson. Seal

State of Illinois }
Cook County }

I Wm W Stewart a Notary Public in said County in the State aforesaid do hereby certify that Stephen Bronson jr and Amelia his wife personally known to me as the same persons whose names are subscribed to the annexed deed appeared

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before Me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth. And the said Amelia Wife of the said Stephen Bronson Jr having been by me examined separate and apart from and out of the hearing of her said Husband and the contents and meaning of the said instrument of writing having been by me fully made known and explained to her acknowledged she had freely and voluntarily executed the same and relinquished her dower to the land and tenements therein mentioned without Compulsion of her said husband and that she does not wish to retract the same

Given under My hand and Seal notarial this Eighth day of February A.D. 1854

Wm H Ellwood
Notary Public

[Seal]

85.158 Deed This Indenture made this twenty sixth day of July in the year of Our Lord One Thousand Eight hundred and fifty four Between Sherman P Tracy of the City of Chicago in the County of Cook & State of Illinois party of the first part and Charles C Wells &c of the same place party of the second part Witnesseth that the said party of the first part for and in consideration of Six Thousand Dollars in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged

Whereas has granted bargained sold remised released alien
ed and confirmed and by these presents does grant bargain
sell remise release alien and confirm unto the said party
of the second part and to his heirs and assigns forever One
undivided third part of the following described lot piece
or parcel of land situated in the County of Cook and
State of Illinois and known and described as follows
to wit: One undivided third part of the North East quarter
of section No thirty four (34) in Township No forty four (44) North
of Range thirteen (13) East of the third Principal Meridian
and called the Stone quarry Lot. Together with all and
singular the hereditaments and appurtenances thereunto
belonging or in anywise appertaining and the reversion
and reversions remainder and remainders rents issues
and profits thereof, and all the estate right title interest
claim or demand whatsoever of the said party of the first
part either in Law or Equity of in and to the above bargain
ed premises with the hereditaments and appurtenances
To Have and To Hold the said premises above described
with the appurtenances unto the said party of the second part
his heirs and assigns forever. And the said Sherman
P Tracy party of the first part for himself his heirs Ex
ecutors and administrators does covenant bargain
grant and agree to and with the said party of the second
party his heirs and assigns that at the time of the enseal
ing and delivery of these presents he is well seized of the prem
ises above conveyed as of a good sure perfect and indefeasible
estate of inheritance in law in fee simple and has good

right free from and lawful authority to grant bargain sell and convey the same in manner and form aforesaid and that the same are free and clear from all former and other grants bargains sales liens taxes assessments and incumbrances of what kind and nature soever and the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns ~~forever~~ against all and every person or persons lawfully claiming or to claim the whole or any part thereof the said party of the first part shall and will ~~forever~~ warrant and forever defend.

In testimony whereof the said party of the first part hereunto set his hand and seal the day and year first above written

Sherman P Tracy [Seal]

State of Illinois }
Cook County } ss. I Wm W Stewart a Notary Public in and for said County in the State aforesaid do hereby certify that Sherman P Tracy who is personally known to me as the real person whose name is subscribed to the above deed appeared before me this day in person and acknowledged that he executed the above deed as his free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this twenty seventh day of July in the year of our Lord one thousand eight hundred and sixty four.

Wm W Stewart
Notary Public

[Seal]

Deed. Be it known that I Charles C Wells & Co
of the City of Chicago in the County of Cook and
State of Illinois Grantor herein in consider ation of
the indebtedness hereinafter mentioned and of the
sum of One Dollar to me paid by William H King
of the City of Chicago aforesaid Grantee herein do hereby
grant bargain sell and convey unto the said Grantee
the following described premises situate in the County
of Cook and state of Illinois to wit: One undi
vided third part of the North East quarter of section
number thirty four (34) in Township Number forty (40)
North Range Number thirteen (13) East of the third
principal Meridian and called the Stone quarry Lot
The Indebtedness hereinafter Mentioned is for the purchas
money of the above described premises and this deed
is given to secure the payment of the purchase money
of said premises for which the three notes hereinafter
Mentioned were given To Have and to Hold the
same with the appurtenances unto the Grantee his
heirs and assigns in Trust for the following pur-
poses viz Whereas the said Charles C Wells & Co
Grantor is indebted upon three promissory notes
bearing even date herewith payable One in One
year One in two years and One in three years
after date to Sherman D Tracy or order for
Two thousand Dollars each with interest at six per
cent payable annually at the Merchants & Mechanics
Bank. Now in case of default in the payment of

the said notes or either of them or any part thereof according to the tenor and effect thereof or either of them on application of the legal holder or holders of said notes the said Grantor or his legal representatives after having advertised such sale thirty days in a newspaper published in the City of Chicago in the County of Cook and State of Illinois or by posting up written or printed notices in four public places in the county where said premises are situated shall sell the said premises or any part thereof and all right & equity of redemption of the said Grantor his heirs Executors administrators or assigns therein at public vendue to the highest bidder for cash at the Court House door in said City at the time ~~mentioned~~ & place in such advertisement as may adjourn the sale from time to time at discretion and as the attorney of the Grantor for such purpose hereby constituted irrevocable or in the name of the said Grantor or his legal representatives shall execute and deliver to the purchaser deed or the conveyance in fee of the premises sold and shall apply the proceeds of the sale to the payment of 1st expenses for advertising selling and conveying as aforesaid including attorneys fees, and 2d the amount due on said note, 3d rendering the overplus if any to the said Grantor or his heirs or assigns at the office of the said Grantor in Chicago aforesaid, and it shall not be the duty of the purchaser to see to the application of the purchase money, Provided that the said Grantor or

his heirs & assigns may hold and enjoy the said premises and the rents thereof until sale as aforesaid and that when the said note and all expenses accruing hereby shall be fully paid the said Grantee or his legal representatives shall reconvey all the estate acquired thereby in said premises or the part thereof then remaining unsold to and at the cost of the said grantor or his heirs or assigns

And the said Charles E Wells & Co Grantor Covenants with the said Grantee and his legal representatives and assigns that he is seized in fee of the premises and has good right to convey the same as aforesaid and that they are free from all incumbrance and that he will Warrant and defend the same against all lawful claims and will pay all taxes and assessments levied & assessed on said premises or any part thereof during the continuance hereof and pay the same ten days before the day of sale thereof

In Witness Whereof the said Grantor has hereunto set his hand and seal this 26th day of July A.D. 1854

C. E. Wells [Seal]

A. S. Tucker. [Seal]

Executed in presence of
S Bronson Jr

This certifies that on this twenty second day of September Eighteen Hundred and fifty four before me Henry Greenbaum a Notary Public in and for the City of Chicago in the County of Cook and State of Illinois appeared Charles E Wells and A S Tucker personally known to me to be the real persons whose names are subscribed to the annexed deed as having

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executed the same and then & there acknowledged the execution thereof as their free act and deed. Given under my hand and Notarial seal

H. Greenbaum
Notary Public
Chicago Ill.

Henry Greenbaum
Notary Public

Mustin Sale: Whereas Charles C Wells and Arthur S Ducker did on the 2d day of July 1854 execute to me the undersigned a certain deed of trust to secure the payment of three certain promissory notes made by the said Wells and Ducker bearing date the day and year aforesaid for the sum of two thousand dollars each payable to Sherman P Tracy or order: One of the said notes payable two years after the date thereof with interest at the rate of 8 per cent per annum the interest to be paid annually and one of the said notes payable three years after the date thereof with interest at the rate of 8 per cent per annum the interest to be paid annually which said deed of trust was on the 22d day of September A.D. 1854 recorded in the Office of the Recorder of Cook County in the State of Illinois in Book 82 of Deeds Page 183 and default having been made in the payment of said note payable one year after the date thereof and default having been made in the payment of the interest of the other two said notes payable respectively two and three years after the date thereof nothing having been paid on either or any of the said notes Now therefore by virtue of the power and authority in the said deed of Trust contained and the legal holder

of said note having applied to me to sell the premises in the said deed of trust mentioned and described I shall on Thursday the 18th day of October A.D. 1855 at the hour of 12 o'clock at noon of that day at the court house door in the city of Chicago in the County and State aforesaid sell the premises in the said deed of trust mentioned and described situate in the county and state aforesaid to wit: the undivided third part of the North East quarter of Section thirty four (34) in Township forty (40) north Range number thirteen (13) East of the third principal Meridian and convey the same premises and all right and equity of redemption of the said Wells and Tucker their heirs executors administrators or assigns thereof at public vendue to the highest bidder for cash.

Chicago September 18th 1855 William H. King Trustee.

State of Illinois } I Joseph Medill of the City of Chicago in
Cook County } the County of Cook and State of Illinois
being duly sworn doth depose and say
that he is one of the proprietors and publishers of a daily News
paper published in the city of Chicago aforesaid called the "Chica-
go Daily Tribune". That a notice of which the annexed
printed notice is a copy was published in the said Newspaper
each and every day (Sunday excepted) from and inclu-
ding the fourteenth day of September 1855 to and inclu-
ding the Eighteenth day of October 1855 the said notice
having been printed and published in the said Newspaper
more than thirty days prior to the said Eighteenth day of
October 1855 Sworn to and
Subscribed and sworn to before me this 19th day of October 1855 J. Medill

Seal Wm H Stewart. Notary Public

Trustees Sale: Whereas Charles C Wells and Arthur S Tucker did on the 26th day of July A.D. 1854 execute unto the undersigned a certain Deed of trust to secure the payment of three ~~Several~~ promissory Notes Made by the said Wells & Tucker bearing date the day & year aforesaid for the Sum of Two Thousand Dollars each payable to Sherman D Tracy or order One of the said notes payable two years after date thereof with interest at the rate of Six per cent per annum the interest to be paid annually and one of the said notes payable three years after date thereof with interest at the rate of Six per cent per annum the interest to be paid annually which said Deed of trust was on the 22nd day of September 1854 recorded in the office of the Recorder of Cook County in the State of Illinois in Book 82 of deeds page 183 and default having been made in the payment of the said note payable one year after the date thereof and default having been made in the payment of the interest on the other two said notes payable respectively two and three years after the date thereof / Nothing having been paid on either on any of the said notes / Now Therefore by virtue of the power and authority in the said deed of trust contained and the legal holder of the said note having applied to me to sell the premises in the said deed of trust mentioned and described. I shall on Thursday the 19th day of October A.D. 1855 at the hour of 12 o'clock

Noon of that day at the Court House door in the City of Chicago in the County and State aforesaid sell the Premises in the said Deed of Trust mentioned and described to wit the one three part of the North East quarter of Section thirty five 35 in Township forty three 43 North Range thirteen 13 East of the third principal Meridian and called the Lime quarry lots, and all right and equity of redemption of the said Wells and Tucker their heirs Executors administrators or assigns therein at public vendue to the highest bidder for cash

Chicago September 14 1854 William H King Trustee

State of Illinois } James A Marshall of the City of Chicago
Cook County } ss in the County of Cook and State of Illinois being duly sworn doth depose and say that William H King the Trustee in the annexed Trustees Notice named did on the Eighteenth day of October 1854 at the Court House door in the City of Chicago aforesaid at the hour of twelve o'Clock at noon of that day sell the Premises in the said notice mentioned and described and all right and equity of redemption of Charles C Wells and Arthur S Tucker their heirs Executors administrators or assigns therein at public vendue to the highest bidder for cash and James H Woodward of the City of Chicago aforesaid was the highest bidder and the sum of One hundred Dollars was the highest sum bid therefor and the said Premises and right and equity of redemption were at the time and place above mentioned at public vendue sold by the said William H King the said Trustee to the said James H

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Woodworth for the said Sum of Five hundred Dollars
Subscribed and Sworn to before me } James A Marshall
this 19th day of October 1858
A Huntington
Notary Public

This Indenture Made and entered into this Eighteenth day of October in the year One thousand eight hundred and fifty five between William H King of the City of Chicago in the County of Cook and State of Illinois of the first part and James H Woodworth of the City of Chicago aforesaid party of the second part Witnesseth that Whereas Charles C Wells & Arthur S Tucker did on the twenty sixth day of July 1854 execute a certain Deed of Trust bearing date the said twenty sixth day of July 1854 by which said Deed of Trust they the said Wells & Tucker granted bargained Sold and conveyed unto the said William H King the following described Premises situated in the County of Cook & State of Illinois to wit One undivided third part of the North East quarter of Section Thirty five (35) in Township Number forty four (44) North Range Nine (9) East of the Third Principal Meridian and called the "Lime Quarry Lot" To Have and to Hold the same with the appurtenances unto the said William H King his heirs and assigns in trust for the purposes in the said deed of trust mentioned to wit Whereas the said Charles C Wells & the said Charles C Wells and Arthur S Tucker were indebted upon three promissory notes bearing even date with the said deed of trust payable One in one year, One in two years and One in three years after the date thereof to Sherman D Tracy or order for Two Thousand Dollars each with interest at six per cent

payable annually at the Merchants Mechanic Bank which said indebtedness was for the purchase money of the above described premises and which said deed of Trust was given to secure the payment of the purchase money of said premises for which the said three notes were given. And in the said deed of trust it was provided that in case of default in the payment of the said notes or either of them or any part thereof according to the tenor and effect thereof or either of them on application of the legal holder or holders of said notes the said William H. King the Trustee in the said deed of trust named or his legal representative after having advertised such sale thirty days in a News paper published in the City of Chicago in the County of Cook and State of Illinois or by putting up printed or written notices in four public places in the County where said premises are situated should sell the said premises or any part thereof and the right and equity of redemption of the said Wells & Tucker their heirs Executors administrators or assigns thereof at public vendue to the highest bidder for cash at the Court House door in said City at the time mentioned in said advertisement or might adjourn the sale from time to time at discretion, and as the Attorney of the said Wells & Tucker for such purpose thereby constituted irrevocable or in the name of the said William H. King the Trustee in the said deed of trust named or his legal representatives should execute and deliver to the purchasers deeds for the conveyance in fee for the premises sold and should apply the proceeds of the sale to the payment of all expenses

of advertising selling and conveying as aforesaid including attorneys fees and (2) the amount due on said note (3) rendering the surplus if any to the said Wells & Tucker or their heirs or assigns at the office of the said William H King in Chicago aforesaid and that it should not be the duty of the purchaser to see to the application of the purchase money. Provided that the said Wells & Tucker or their heirs or assigns might hold and enjoy the said premises and the rents thereof under sale as aforesaid and that when the said note and all expenses accruing by said deed of trust should be fully paid the said William H King or his legal representatives should be convey all the estate acquired by said deed of trust in said premises or the part thereof then remaining unsold to (and at the cost of the said Wells & Tucker or their heirs or assigns, and the said Wells & Tucker covenanted with the said King and his legal representatives or assigns that they were lawfully in fee of the said premises and had good right to convey the same as aforesaid, that they were free from all incumbrance and that they would warrant and defend the same against all lawful claims and would pay all taxes and assessments levied or assessed on said premises or any part thereof during the continuance of said deed of trust and pay the same ten days before the day of sale therefor. And whereas on the said eighteenth day of October in the year one thousand eight hundred and fifty five (1855) the said note payable one year after its date thereof remained wholly unpaid and the

interest on the said other two notes payable one in two years and the other in three years after the date thereof with interest at the rate of six per cent per annum / the interest to be paid annually nothing having been paid on either of said notes and for the purpose of paying the said note payable in one year after the date thereof and the interest on the said other two notes according to the power and trust vested in the said William H King by the said deed of trust and the legal holder of said note having applied to the said William H King to sell the premises in the said deed of trust mentioned and described, and the said William H King having published a notice of which the annexed printed notice is a copy - "Trustees Sale Whereas Charles Wells and Arthur S Tucker did on the 26 day of July 1854 execute to me the undersigned a certain deed of trust to secure the payment of three certain promissory notes made by the said Wells & Tucker bearing date the day and year aforesaid for the sum of two thousand dollars each payable to Sherman B Tracy or order one of said notes payable two years after the date thereof with interest at six per cent per annum the interest to be paid annually and one of the said notes payable three years after the date thereof with interest at the rate of six per cent per annum the interest to be paid annually which said deed of trust was on the 22nd day of September A.D. 1855 Recorded in the office of the Recorder of Cook County in the State of Illinois in book 82 of deeds page 183 and default having been made in the payment of the said note payable

One year after date thereof and default having been made in the payment of the interest on the other two said notes payable two and three years respectively after the date thereof / Nothing having been paid on either of the said notes / Now therefore by virtue of the power and authority in the said deed of trust contained and the legal holder of the said notes having applied to me to sell the premises in the said deed of trust mentioned and described I shall on Thursday the 18th day of October A.D. 1855 at the hour of 12 o'Clock at noon of that day at the Courthouse door in the City of Chicago in the County and State aforesaid sell the premises in the said deed of trust mentioned and described situated in the County and State aforesaid to wit One undivided One third part of the North East quarter of Section thirty five (35) in township forty (40) north Range thirteen East of the third principal Meridian and called the Stonequarry Lot and all right and equity of redemption of the said Wells & Tucker their heirs Executors administrators or assigns therein at public vendue to the highest bidder for Cash

Chicago September 14th 1855. William H King Trustee

In a newspaper printed and published in the City of Chicago aforesaid to wit: "The Chicago Daily Tribune" for thirty days according to the requisitions of the said deed of trust the said William H King Trustee as aforesaid on the said Eighteenth day of October A.D. 1855 at the hour of twelve o'clock at noon of that day at the Court House door in the city of Chicago aforesaid in pursuance of said notice and of said deed of trust proceeded to sell the said premises in the said deed of trust mentioned

and described to wit: The undivided three part of the North east quarter of section Thirty five (35) Township forty four (44) North Range Thirteen (13) East of the Third Principal Meridian and called the Stone Quarry Lot situate in the County of Cook aforesaid and all right and equity of redemption of the said Wells and Tucker their heirs Executors administrators or assigns therein at public vendue to the highest bidder for cash. And the said James H Woodworth having bidden the sum of Five Hundred Dollars for the said Premises and the said right and equity of redemption he the said James H Woodworth being the highest bidder and the said sum of Five Hundred Dollars the highest sum bid for the said Premises and the said right and equity of redemption the same were at the said public vendue struck off to him the said James H Woodworth as the purchaser under the said deed of trust. Now therefore in consideration of the matters and things before recited and the sum of Five Hundred Dollars to the said William H King in hand paid by the said James H Woodworth the receipt whereof is hereby acknowledged before the ensealing and delivering of these presents by the said William H King in accordance with the power in him vested by the said deed of trust granted bargained sold and conveyed all the right title interest and claim which the said Wells & Tucker had on the twenty sixth day of July A.D. 1854 or which they now have or which the said William H King has in and to the said Premises

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and the said right and equity of redemption unto the said James H Woodworth his heirs and assigns forever To have and to Hold the same unto the said James H Woodworth his heirs and assigns forever. In testimony whereof the said William H King hath hereunto set his hand and seal the day and year first herein written

William H King Trustee Seal

State of Illinois
Cook County } ss I L C Beattie a justice of the peace in and for said County in the State aforesaid do hereby certify that William H King personally known to me as the real same identical person whose name is subscribed to the foregoing deed as having executed the same appeared before me this day and acknowledged that he as Trustee in the said deed mentioned executed the said deed for the uses and purposes therein set forth. Given under my hand and seal this 18th day of October A.D. 1855

L C Beattie J.P. Seal

Memd: This Indenture Made this seventh day of January Eighteen hundred and fifty seven between the Merchants Mechanics Bank of Chicago of the first part and Lyman Trumbull of Alton Illinois of the second part witnesseth that the said party of the first part for and in consideration of the sum of nine thousand five hundred dollars to them paid the receipt whereof is hereby acknowledged has granted bar-

granted and sold and by these presents does grant bargain and sell unto Lyman Trumbull aforesaid the following tract or parcel of land situate and lying near the city of Chicago in the County of Cook and State of Illinois and described as follows to wit: the one undivided third part of the North East quarter of section Thirty five (35) in Township forty (40) North of range thirteen (13) East of the Third (3d) Principal Meridian. To have and to hold the above granted premises with all the privileges and appurtenances thereunto belonging unto the said Lyman Trumbull his heirs and assigns forever. And the said party of the first part does hereby covenant and agree to and with the said Lyman Trumbull his heirs and assigns that the premises above granted are free from all encumbrances that said Bank has full power and authority to convey the same that it will forever protect the said Lyman Trumbull his heirs and assigns in the quiet and peaceable possession thereof and warrant and defend the title thereto unto the said Lyman Trumbull his heirs and assigns against the claims of all persons whatsoever. In testimony the said Merchants & Mechanics Bank of Chicago by its President James H. Woodworth has executed this deed by the signature of said President and the corporate seal of said Bank hereto affixed

James H. Woodworth Pres.
of Merchants & Mechanics Bank of Chicago

Merchants & Mechanics Bank Chicago Ills.

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District of Columbia
City of Washington } Be it hereby known that on this
23 rd day of } 23 rd day of January 1857 before
me James H Caulfield Notary Public duly commissioned &
qualified personally appeared Jam. H. Woodworth Esqr.
the Maker of the aforegoing instrument of writing and
acknowledged the same to be his act and deed both
the intent and for the purposes therein set forth.

In testimony whereof I have hereunto subscribed my
name and affixed my Notarial seal on the day
month and year herein ~~mentioned~~ written

James H. Caulfield
Notary Public

{Seal}

This Indenture made this Twentieth day of July in
the year of our Lord One thousand Eight hundred and
fifty eight between Lyman Trumbull and Julia M
Trumbull his wife of Alton in the State of Illinois party of the first
part and the Manhs Bank at Westerly in the State
of Rhode Island party of the second part Witnesseth
That the said party of the first part for and in Consideration
of One Dollar to them in hand paid the receipt whereof
is hereby acknowledged and the said party of the first
part do by these presents remise release convey and quit
claim and by these presents do remise release
convey and quit claim unto the said party of the
second part its successors and assigns forever All

the rights title interest claim & demand which the said party of the first part have in and to the following described piece or parcel of land viz: The one undivided third part of the North East quarter of Section Number Thirty five (35) in Township Number forty (40) North of Range Number Thirteen (13) east of the third (3) Principal Meridian Illinois and being in the County of Cook in the State of Illinois near the City of Chicago. To Have and to Hold the same together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining and all the estate right title interest and claim what ever of the said party of the first part either in law or equity to the only proper use and benefit and behoof of the said party of the second part its successors and assigns forever. In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

Signed sealed & delivered in presence of
I H Cullum

Lyman Trumbull [Seal]
Julia M Trumbull [Seal]

District of Columbia
Washington County } ss

I John H Cullum a Notary Public in and for said County and State aforesaid do hereby certify that Lyman Trumbull personally known to me as the same person whose name is subscribed to the foregoing instrument of writing

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appeared before me this day in person and acknowledged that he signed sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth. And the said Mrs Julia M Trumbull wife of the said Lyman Trumbull having been by me examined separate and apart from her husband and the contents and meaning of the said instrument of writing having been by me made known and she acknowledged that she freely and voluntarily executed the same and relinquished her dower to the lands and tenements therein mentioned without compulsion of her said husband and that she does not wish to retract the same

Given under my hand and seal this twentieth day of July A D 1868.

Roland Seal

John F Kellum
Notary Public

The said defendants Manic Bank and Woodworth introduced and read in evidence a deed executed by Albert B Dennis the complainant and Hannah F Dennis his wife to James B Crosby dated November 1st 1862 and recorded November 4th 1862 in the office of the Recorder of Cook County Illinois by it and conveyed to said Crosby all the interest of the said complainant and his wife had in and to the premises in controversy in this suit. To the introduction of the last mentioned deed in evidence the complainant by his solicitor objected

The following is a copy of said last mentioned deed

Know all men by these presents that we Robert B Dennis of Cleveland Ohio and Harriet B his wife for divers good causes and considerations thereunto moving especially for four hundred dollars secured to our full satisfaction by James B Crosby of Janesville Wisconsin has given granted remised released and forever quit claimed and doth by these presents absolutely give grant remise release and forever quit claim unto the said James B Crosby his heirs and assigns forever all such right and title as we the said Robert B Dennis & Harriet D his wife have or ought to have in or to the following described Land situated in the County of Cook and State of Illinois & known & described as the the Northwest one third part of the Section No thirty five (35) in Township No forty (40) North of Range No thirteen (13) east of the third Principal Meridian otherwise called the Stone Farm Lot. To Have and to Hold the premises aforesaid unto him the said Crosby his heirs and assigns to the only use and behoof of him the said Crosby his heirs and assigns forever so that neither we the said Robert B or Harriet D ~~his wife~~ nor our heirs nor any other person or persons claiming title through or under us shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be

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excluded and forever barred. And I the said Elan
ret I do hereby remise release and forever Quit Claim
unto the said Crosby his heirs and assigns all my right
and title of dower in the above described premises
In witness whereof we have hereunto set our hands
and seals the first day of November in the year of Our
Lord One Thousand Eight hundred and Sixty two

Signed Sealed & Delivered
in presence of
Heman B Lockwood
Emily L Bissell

Robert B Dennis [Seal]
Harriet F Dennis [Seal]

Fifty cents Rev Stamp

State of Ohio
Cuyahoga County } ss.

Personally appeared Robert B Dennis & Harriet F Dennis who acknowledged that they did sign and seal the the foregoing instrument and that the same is their free act and deed. And further certify that I did examine the said Harriet F Dennis separate and apart from her said husband and did then and there make known to her the contents of the foregoing instrument and upon examination she declared that she did freely sign seal & acknowledge the same and that she was willingly satisfied therewith Witness my hand and seal Notarial this 3rd November 1862.

[Notarial Seal]

Heman B Lockwood
Notary Public

In all cases where there were certificates of acknowledgments or of recording attached to Exhibits they were read as parts thereof. The said Defendants Manhattan Bank and Woodworth introduced and read in evidence receipts for the payment of taxes on the land conveyed by Richard K Swift & wife to Brayson paid by said defendants Manhattan Bank and Woodworth for the years amounts and dates of payments as follows the copying of the same in full being waived by the parties:

Jan 11	1857	paid for	1853-4 & 5	$ 58.22
May 29	1857	" "	1856	38.80
March 12	1858	" "	1857	27.31
June 4	1859	" "	1858	30.48
March 26	1860	" "	1859	22.99
May 4	1861	" "	1860	28.18
May 15	1862	" "	1861	28.19
Jan 27	1863	" "	1862	34.48
July 9	1864	" "	1863	23.99
				$ 292.64

The Complainants then called Timothy Bradley as a witness on the part of the Complainant who being sworn testified as follows "I am Deputy Sheriff I have no deed to Dennis the Complainant. I have the execution and certificate of sale. A deed was made out under the certificate. John A Wilson late Sheriff has it. The deed was made out but not delivered

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There has been no redemption from that date of the land that I know of. The deed was left in Watson's papers I have the execution and certificate of sale. The sale was made by James Andrews late Sheriff of Cook County The deed was never delivered because the fee has been not paid The Plaintiff promised to pay them but never did. Mr Burgess said he was willing to pay the fee for making out the deed. I did not deliver it. I thought the first thing was to pay the fees on the execution" Defendants Prairie Bank and Woodworth by their Counsel duly objected to that portion of Bradleys testimony in which he testified that "Mr Burgess said he was willing to pay the fee for making out the deed" and also objected to the witness stating "the reason why the deed was not delivered. Which objections were overruled and the testimony admitted by the Court, and the defendants the Prairie Bank and Woodworth by their Counsel then and there duly excepted to the decision of the Court in overruling the said objections and in admitting the testimony objected to. On his cross examination the witness Bradley further testified "The execution has never been returned. The certificate has never been delivered the fees not being paid." The defendants the Prairie Bank and Woodworth by their Counsel objected to that part of the testimony of the witness Bradley which states "the fees not being paid" and moved to strike it out of the case which objection and motion the Court overruled, to the ruling of which objection and motion by the Court

the Said Manks Bank and Goodrich by their counsel then and there duly & ~~x~~ cipline, The Complainant offered in Evidence a Copy of Certificate of sale made by James Andrew Sheriff to Complainant bearing date August 12 1857 and certified by Wm L Church of which the following is a copy.

State of Illinois }
Cook County } ss I James Andrew Sheriff of Cook County aforesaid certify that by virtue of a certain plurie writ of Execution to me directed from the Cook County Court of Common Pleas in favor of Robert Dennis Plaintiff against James R Watson Lancie Leavitt & Armenia Leavitt Defendants for Six Thousand and twenty five dollars and costs dated the Seventeenth day of January Eighteen Hundred and fifty Six I did on the twelfth day of May Eighteen Hundred and fifty Six ~~I~~ at 10 o'Clock in the forenoon at the north door of the Courthouse in Chicago in ~~the~~ said County, the time and place of sale having been duly advertised according to Law, sell at public Vendue all the interest of said defendants in and to the following described parcel of land to wit: The undivided one third part of the North east quarter of section thirty nine (39) in Township Forty (40) North Range Thirteen (13) East ~~of the~~ to Robert Dennis for the sum of Six Thousand Nine hundred Seventy Seven & 30/100 Dollars said sum being the highest and best bid offered for said parcel of land. and the said purchase

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will be entitled to a deed for the premises sold at the twelfth day of August Eighteen hundred and fifty seven unless the same shall be redeemed as is provided by Law.

James Andrew Sheriff
by L. M. Bradley Deputy

State of Illinois }
Cook County } ss

I William L Church Clerk of the Circuit Court and ex officio Recorder in and for said County in the State aforesaid do hereby certify that the annexed is a true copy of a certain Instrument filed in My Office on the 26th day of October A.D. 1858 and recorded in Book No Two of Certificates on page 466 &c

In testimony whereof I have hereunto set My hand and affixed the seal of our said Court at Chicago this 16th day of July A.D. 1864

Wm L Church Seal

Clerk of the Circuit Court & ex officio Recorder of County

Two certs
Revenue stamps

To the introduction of said copy of said Certificate in evidence the Defendants the Manic Bank and Woodruff by their Counsel duly objected & the grounds for that the original Certificate has never been delivered as testified by the witness Bradley, because that it is not only not shown that the original Certificate has been lost but it is shown that it is in possession of the witness Bradley, and no notice has been delivered to the Complainant or any one. Third that the copy of the Certificate is not admissable in evidence. Fourth that no foundation has been laid to authorize the ad-

Mupsin of the copy of the certificate in evidence. which objections the Court overruled and decided to admit and did admit the said copy of the said Certificate in evidence and the same was then read in evidence. To which overruling of the said Objection and decision to admit and the admitting of the said copy of said Certificate to be read in evidence and allowing the same to be read in evidence the said defendants the Prairie Bank and Woodworth by their Counsel then and there duly excepted. The foregoing is all the evidence introduced given & taken in this Cause.

And on the fourth day of March 1868 the Court rendered and entered a decree in this Cause, (hereinbefore set forth) to which decree of the Court the defendants the Prairie Bank and Woodworth by their Counsel then and there duly excepted and then and there prayed for an appeal from the said decree to the Supreme Court of this State, which appeal was duly allowed by the Court on filing bond in the penalty of Five Hundred Dollars to be recently to be approved by the Court within twenty days from this date. And inasmuch as the matters aforesaid do not appear of record the Counsel for the said defendants the said Prairie Bank and James Woodworth presents this bill of Exceptions and prays that the same may be signed and sealed by the Court and made part of the

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record in said cause, and it is done accordingly
Dated March 4th 1865

E. S. Williams Seal
Judge &c.

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of Writs, Officers Returns thereto, pleadings, Orders & decrees of record, Appeal Bonds and certificates of Evidence in a certain cause lately pending in said Court, on the Chancery side thereof, wherein Robert Dennis is Complainant and James H. Woodworth, The Niantic Bank & others are Defendants

In Witness Whereof, I have hereunto set my hand, and affixed the Seal of said Court, at Chicago, this twenty fourth day of March A. D. 1865.

Wm L. Church Clerk.

Record &c 64.45
Stamp .05
$64.50

Paid by dept $5.50
Wm L C

In the Supreme Court of the State of Illinois.
Third Grand Division.

To the April Term A.D. 1865.

The Niantic Bank and
James H. Woodworth.
impleaded with
Richard F. Swift.
Daniel Davidson.
Stephen Bronson Jr.
The Merchants & Mechanics Bank.
of Chicago
William H. King.
Francis S. Fitch &
William Nevins.
Plaintiffs in Error.
vs.
Robert B. Dennis
Defendant in Error.

Assignment of Errors.

And now the said Niantic Bank and James H. Woodworth, plaintiffs in Error, by King & Scott their ~~Attorneys~~ Solicitors, come and say, that in the record and proceedings aforesaid, there is manifest Error in this, to wit:

1st The Circuit Court erred in admitting, on the trial of the cause in said Circuit Court on the part of the Complainant, incompetent, improper, irrelevant and immaterial evidence.

2.d The Circuit Court erred in overruling the objections made by the said Niantic Bank and James H. Woodworth on the trial of the cause in said Circuit Court.

3.d The Circuit Court erred in ordering, adjudging and decreeing that the Complainant is entitled to the lands and premises described in the bill of Complaint and known as the undivided one third part of the Northeast quarter of Section thirty five in Township forty North of Range East of the third principal meridian in the County of Cook and State of Illinois, on paying the money which was paid to the said Richard F. Swift in pursuance of the contract between said Swift and said Daniel Davidson to procure a deed from him and his wife to said Stephen Bronson Jr. and interest thereon from the time of such payment the 6.th day of February A.D. 1854. and also the taxes assessed upon said land paid by said defendants or any of them and interest thereon, in all the sum of one thousand five hundred and forty nine dollars and thirty five cents.

4.th The Circuit Court erred in ordering, adjudging and decreeing that upon the payment of the said sum of money into Court to the clerk thereof for the use of the defendant the Niantic Bank or to it or its Solicitor for its use within six months from this date with interest at six per cent per annum till paid, and within ten days after the payment thereof the said

Niantic Bank make execute and deliver to the said Complainant a deed conveying said lands and premises to him his heirs and assigns in fee simple absolute with covenants against its own acts only, and in case it shall fail, neglect or refuse so to do within said space of ten days then that John L. Burgess be and is hereby appointed Special Commissioner on behalf of the said Niantic Bank to execute the same for it and on its behalf.

3. 4th The Circuit Court erred in ordering that the Complainant complying with this decree by paying said money as aforesaid, the defendants in this suit and each of them and all persons in their name or behalf are hereby enjoined and restrained from setting up or insisting upon any right, title, estate or interest in said lands adverse to the title of the Complainant and his assigns under this decree and said deed. And such injunction is hereby made perpetual.

6. The Circuit Court erred in ordering that the said defendants, or any of them, or any person or persons who, since the commencement of this suit, shall or may have come into possession of the said premises, by, from, through or under them or any of them, quit and surrender the quiet possession thereof to the Complainant his solicitor or agent on production to them of said deed and a duly signed receipt for the payment of said money above ordered to be paid.

7th The Circuit Court erred in ordering that the defendants the Niantic Bank and James H. Woodworth pay the costs of suit, & be taxed.

8th The Circuit Court erred in reserving to itself the power & further extend the time for the payment of said sum of money.

By reason whereof the said plaintiffs in error the said Niantic Bank and James H. Woodworth pray that the said decrees and orders may be reversed &c.

King & Scott. Solicitors for said plaintiffs in error.

In the Supreme court of the State of Illinois Third Grand Division — of April Term A.D. 1865 —

Robt B. Dennis
&c &c
The Mantic Bank & James H Woodworth Impleaded &c

} Appeal from Cook Circuit Court —

And now comes the said Robt B. Dennis by his Attorney W. T. Bunn and by leave of the court in pursuance of the Stipulation hereto annexed says that in the record & proceedings aforesaid, and in pronouncing the decree aforesaid there is manifest error in this —

1 That the court below should have directed the conveyance of the lands & premises in said decree described to have been made to the said Dennis without the payment of any money whatsoever.

2 That ~~the~~ Such ~~xxxx~~ conveyance should have been directed to have been made upon the payment of the taxes & interest paid by the defendants below after the sale upon redemption to Dennis on the 13 day of September 1858 —

3 That such conveyance should have been directed to have been made upon an account being taken in which Dennis should have been

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Supreme Court.
Third Grand Division.
The Nianticc Bank &
James N. Woodworth.
impleaded &c.
Appellants. and
Plaintiffs in Error,
vs.
Robert B. Dennis
Appellee & Deft. in Error.

April Term 1865

And the said Nianticc Bank and James N. Woodworth, by King & Scott their attorneys, now come and say, that as to the errors assigned by the said Robert B. Dennis, the said Appellee, there are no errors in the said decree in that behalf.

King & Scott. Attys for
Appellants & Defts. in error.

Supreme Court.
Third Grand Division.
The Nianticc Bank &
James H. Woodworth.
impleaded &c.
vs.
Robert B. Dennis

April Term 1865.

It is hereby stipulated and agreed that the printed abstract of the transcript of the record in this cause may be filed during the second week of the April Term 1865 of the above named Court. The said abstract to be filed as early in the said week as the attorneys for the above named plaintiffs shall be able conveniently to file the same in said Court.

April 3/65.

W. T. Bangs
for Dennis

Supreme Court.
Third Grand Division
The Atlantic Bank
et al.
vs.
Robert B. Dennis

Stipulations

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Supreme Court.
Third Grand Division.

The Niantic Bank &
James N. Woodworth.
Garnishees &c.
Appellants &
Plffs. in error.
vs.
Robert B. Dennis
Appellee &
Deft in Error.

Transcript of Record.

Filed A/L 5. 1845
L Selane Clk