

14480

No. _____

Supreme Court of Illinois

STOW

Hardisty

vs.

KIMBALL

Glen

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

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 April in the year of our Lord One Thousand Eight Hundred and Sixty one and of the Independence of the United States of America the eighty fifth

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

Van H. Higgins }
Grant Goodrich } Judges.

Carlos Haven Prosecuting Attorney.

Anthony C. Vesing Sheriff of Cook County.

Attest, Walter Kimball Clerk.

Be it remembered that heretofore writ on the sixth day of July in the year of our Lord one Thousand Eight hundred and Sixty, Walter Kimball, John S. Buchanan, Anson Bushnell, Lewis Bushnell and George Elcott complainants by John C. Lewis their Solicitor, filed in the office of the Clerk of the Superior Court of Chicago, their certain Bill of Complaint in the words and figures following, to wit:

State of Illinois
Cook County Sp.

Superior Court of Chicago
In Chancery

To the Honorable John M. Wilson,
Chief Justice. Van H. Higgins and
Grant Goodrich, Justices in Chancery
sitting.

Humbly complaining sheweth unto your Honors
your Petors Walter Kimball, John S. Buchanan
Susan Bushnell, Lewis Bushnell and George
Collacott residents of said County of Cook. That
on the second day of August one thousand eight
hundred and forty eight Elisha Bayley of said County
being then seized of the following described premises
situate in said County to wit; one half acre of land
in the South East corner of the fifty two and a
half acres set off to Henry Hubbard in the partition
among the owners of the South West quarter
of section Eight in Township thirty nine, North
of Range fourteen East of the third principal
meridian bounded as follows namely. begin
ning at a stake standing about the center
of Reinoldph Street at the South East corner
of said tract of fifty two and half acres. Thence
North three chains & forty four and a half
links. Thence West one chain & forty seven links
thence South three chains and forty four and
a half links. Thence East one chain and forty
seven links to the place of beginning, then

made his certain agreement in writing to sell and convey said premises to David Rattray then of said County (but since deceased) thereby covenanting and agreeing to and with the said Rattray his heirs Executors administrators and assigns, that upon condition that said Rattray his Executors or administrators should first pay the sum of four hundred dollars, two hundred dollars in one year and two hundred dollars in two years from the date of said writing to convey to said Rattray his heirs &c said premises as in and by said writing reference thereto being had will more fully and at large appear, which writing is recorded in the office of the recorder of Cook County in Book No. 27 of Deeds at page 372, and to which for greater certainty your orators beg leave to refer.

And your orators further show unto your Honors that said David Rattray departed this life in the month of September, one thousand Eight hundred and forty nine and before the time had elapsed for concluding the purchase (by final payment) of the said premises above described & without leaving any last will or testament and leaving children his heirs (who your orators pray may be made parties defendants

to this bill) as follows namely - Jane Rattray since intermarried with William H Stow (who your orators pray may be also made a dependant to this their bill) Sarah Buxton since deceased leaving one child David. Ansa Buxton (a dependant herein) Hannah Rattray, Ellen Rattray since intermarried with one Volney J. Buxton a dependant herein - Marion Rattray and Euretta Rattray -

And your orators further show that letters of administration upon the estate of said David Rattray, were granted to said Jane Rattray in December one thousand Eight hundred and forty nine by the Probate Court in and for the said County of Cook and State of Illinois as appears by the records of the County Court of Cook County to which your orators beg leave to refer for greater certainty - which said letters still remain in full force and unrevoked -

and said Jane entered upon the duties of said administration, as administratrix of said David Rattray, under the authority aforesaid.

And your orators further show that in the course of administration, upon the estate of said David Rattray, said administratrix, who had previously intermarried with said William H Stow, filed a petition in the said County Court, for the sale of real Estate to pay the debts

of said (David Rattay) deceased on the twenty fifth day of June one thousand Eight hundred and fifty two - that day being one of the days of the June term of said Court. in which said petition the said above described premises were particularly described - as by reference to said petition on file will more particularly fully appear. and such proceedings were thereon had that afterwards Court on the Twenty sixth day of June in the year last aforesaid. the said Court ordered and directed that said administratrix should make sale of said premises. By virtue of which said order the premises hereinafter mentioned were sold - as hereinafter set forth. And your orators further show that after the date of said order. but prior to the day of sale the administratrix aforesaid. caused the above mentioned premises to be subdivided into lots and numbered from one to twelve inclusive. which said subdivision was duly acknowledged by said administratrix and filed for record on the Twenty first day of July one thousand eight hundred and fifty three in the recorder's office of Cook County and recorded in Book of Maps No forty nine on page seventy seven. to the record of which your orators beg leave to refer.

And your orators further show. that said administratrix after having first advertised the

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same according to law, did on the twenty sixth
day of July one thousand eight hundred and fifty
three sell at public sale the following described
lots (as belonging to the estate of said David Rattray)
in said subdivision of said premises above described
viz - Lots numbered five (5) six (6) and Eight (8)
to your orator John S. Buchanan for the aggregate
price of one thousand one hundred and fifteen
dollars which said sum of money has been fully
paid to said administrators according to the
terms of said sale - and lot number seven (7)
to one Robert R. Griffin for the sum of three hun-
dred and eighty Dollars which has also been fully
paid to said administrators according to the terms
of said sale. viz one third cash down and the
balance in six and twelve months - Your orator
John S. Buchanan paying on the day of sale the
sum of three hundred and seventy two Dollars, and
said Griffin the sum of one hundred and twenty
six dollars - And your orators further
show unto your Honors, that the said considera-
tion money due from said Rattray or his estate
to said Bayley had never been paid prior to the
said twenty sixth day of July one thousand eight
hundred and fifty three, and that the money
so paid on that day by your orator John S. Buchan-
an and said Griffin, was paid over to said
Belisha Bayley for said land, whereby in Equity

and good conscience said land because and was the property of said Buchanan and Griffin though the deed made by said Bayley upon the consideration so wholly furnished by your orator John I Buchanan and said Griffin was in fact made to the "Heirs of David Rattray"

Your orators further show that said Bayley did on the receipt of the sum of
Dollars and in consideration thereof on the twenty seventh day of July one thousand Eight hundred and fifty three by his deed of that date grant and convey unto the heirs of David's Rattray the premises first above described, as appears by the record thereof in the recorder's office of said County of Cook to which your orators beg leave to refer for greater certainty. And your orators aver that the above mentioned sum of
Dollars was wholly the money of said Buchanan and Griffin as above stated, and that the said Heirs of said Rattray had neither money nor property out of which said payment was or could have been made.

And your orators further show unto your Honors that said Griffin, believing his title to said lot bought as aforesaid and conveyed to him by said administratrix by deed bearing

date the said twenty sixth of July one thousand Eight hundred and fifty three. the good & valid - and your orator Walter Kimball believing said title so acquired valid - said Griffin granted and conveyed to your orator Walter Kimball said lot number seven (7) in Jane Stow late Jane Rattray's as administratrix of said Rattray - subdivision of the premises first above mentioned. by deed bearing date the sixth day of October one thousand Eight hundred and fifty Eight - and which said lot your orator Walter Kimball is now in possession of. under said deed

And your orators further show that your orator John S. Buchanan in full confidence of the validity of the title conveyed to him by said administratrix by her deed bearing date the said twenty sixth day of July one thousand Eight hundred and fifty three. did grant and convey unto your orators Anson Bushnell and Lewis Bushnell said lots five (5) six (6) and eight (8) in said subdivision by his deed bearing date the nineteenth day of December. one thousand Eight hundred and fifty four and containing full covenants of warranty - and your orators Anson and Lewis Bushnell are now in possession of a portion of said premises under said deed. And your orators further

show that your Orators Susan & Lewis Bushnell granted and conveyed to your Orator George Ellacott said Lot number Eight (8) in said subdivision by deed dated May twelfth one thousand Eight hundred and fifty six and your Orator George Ellacott has put a dwelling and other valuable improvements upon said Lot and now occupies and holds the same under said deed.

And your Orators further show unto your Honors that Hannah Rattray, Marion Rattray, Eretta Rattray and Sarah Burston being Heirs of said David Rattray (and your Orators believe and so charge the fact to be) being therewith invited by the defendant William A. Shaw and divers other evil minded persons as yet unknown to your Orators, but who when discovered your Orators pray may be made parties defendant to this bill of Complaint and in fraud of your Orators rights, did at the May term of said Superior Court of Chicago bring their actions of ejectment against your Orators Lewis Bushnell and George Ellacott to recover the possession of the Lots of Land above described which said actions are now pending in this Honorable Court and founded on the title conveyed to them by said Bayley, and others of the Heirs through him

And your deators further show that said defendants only claim as heirs of said David Rattray - pretending that the deed from Bayley to the "Heirs of David Rattray" is a title subsequently acquired to the sale to your deators and their grant nos. and therefore good in Law and Equity against your deators - which pretence is false and fraudulent as against your deators and manifestly tends to their injury -

So the end therefore, that the said defendants Jane Stow, William H Stow, Achsah Buxton, Volney J. Buxton, Ellen Buxton, Hannah Rattray, Mariah Rattray and Euzetta Rattray may full true and perfect answer make. (their respective corporal oaths thereto being hereby expressly waived) to all and singular the matters hereinbefore stated and charged as fully as if the same were now again repeated and they thereunto distinctly interrogated and that not only as to their respective knowledge and remembrance but as to the best of their several information and belief, and that they may answer and set forth - whether the money due to said Letisha Bayley was not wholly paid by said Buchanan and Griffin - and if not then how much had been paid by said Rattray in his life time - How much after his death by his administrators, before the

26th July 1853. and how much after and
out of what fund and how the fund was
created. And that the said defendants
may be adjudged and decreed the trustees of your
orators, and ordered and directed, by this Honorable
Court to convey the Lots above described to your
orators and in case of their default herein, that
the Master in Chancery be authorized and directed
to convey all interest of said defendants in and
to said Lots to your orators - and that the said
defendants their agents or attorneys may be
perpetually enjoined and restrained from further
prosecuting said suits for the recovery of said Lots
and from commencing any further or other
proceedings against your orators or either of them
in any wise touching the title to said property
or that your orators may have such other and
further relief in the premises as the nature of
the case may require and to your Honors shall
seem meet - May it please your Honors to
grant your orators the peoples writ of summons
issued out of and under the seal of this Honor-
able Court, directed to the Sheriff of Cook County
commanding him to summon the above
named Jane Stow, William H Stow, Achsah
Buxton, Ellen Buxton, Volney J. Buxton,
Kansah Rattray, Marion Rattray and Lucretia
Rattray to be and appear before this Honorable

Court on the first day of the next term thereof
 then and there to answer all and singular
 the allegations of this your Orators Bill, and
 to stand to and abide by and perform such
 order and decree as shall be agreeable to Equity
 and to your Honors shall seem meet - May
 it please your Honors also to grant unto your
 orators the Peoples writ of Injunction to be issued
 out of and under the seal of this Honorable
 Court directed to the said defendants, comman-
 ding ~~said~~ and ~~said~~ of enjoining each and all
 of them not to proceed by themselves or either
 of them or by their or either of their attorneys or
 agents in prosecuting any suit or suits for the
 recovery of said lots five (5) six (6) seven (7)
 or eight (8) in Jane Stows late Jane Rattray
 administratrix of David Rattray's subdivision
 of part of lot three (3) of S^W 1/4 of sec 8, Township
 39, North Range 14 East of 3rd P^W and particu-
 larly forbidding the said Hannah Rattray,
 Marion Rattray, Euretta Rattray and Achsah Bur-
 ston going on with, or further prosecuting said
 suits or either of them now pending in the Superior
 Court of Chicago, wherein the said Hannah
 Rattray et al. are plaintiffs and Lewis Bushnell
 is defendant and Hannah Rattray et al are
 plaintiffs and George Claarott is defendant.
 And as in duty bound your orators will

Ever pray.

John E. Lane }
Solicitor for Comps } }

Walter Kimball
John S. Buchanan
Susan Bushnell
Lewis Bushnell
George Ullacott

State of Illinois }
County of Cook } }

on this sixth day of July 1860
before me personally appeared the above named
Lewis Bushnell and made oath that he has read
the above bill subscribed by him and knows
the contents thereof and that the same is true
of his own knowledge except as to the matters
which are therein stated to be on his information
or belief, and as to those matters he believes it to
be true.

Ira Scott
Master in Chancery of
the Superior Court of Chicago.

And then after, to wit: on the 29th day of August. 1860 came the defendants by their Solicitors and filed in the office of the clerk of said Court their answer to said Bill which answer is in the words and figures, as follows to wit:

Superior Court of Chicago
In Chancery.

The joint and several answer of Jane Stow, William H. Stow, Volney J. Burston, Ellen Burston and Hannah Rattray, defendants to the Bill of Complaint of Walter Kimball John S Buchanan Anson Bushnell, Lewis Bushnell & George Blacett, Complainants

These defendants now & at all times reserving unto themselves all benefit & advantage of exception which can or may be made to the many errors, uncertainties & other imperfections in the said complainants' said Bill of Complaint contained, for answer therunto or unto so much & such parts thereof as they are advised is or are material or necessary for them to make answer unto, these defendants answering admit that the said Elisha Bayley at the time in said Bill of Complaint mentioned, was seized in fee of the said premises in said Bill of Complaint described, as in said Bill is alleged, but these defendants severally deny that the said Elisha Bayley ever made any such agreement in writing to sell said premises to David Rattray as is described in said Bill of Complaint, or that he ever executed any agreement in writing to sell or convey to the said David Rattray said described premises

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with the said conditions and covenants therein contained
as alleged in said Bill of Complaint

And these defendants further answering severally admit that
said David Rattray departed this life, at the time in said
Bill alleged, without leaving any last will or testament, ~~and~~
and leaving the children named in said Bill, his heirs, and
that said Jane Rattray has since intermarried with William
H. Stow, and that said Ellen Rattray has since intermarried
with Volney J. Burston, and that letters of administration
upon the estate of said David Rattray were granted to said
Jane Rattray by the said Probate Court as alleged in said
Bill, and that said Jane Rattray entered upon the
duties of said Administration as Administratrix of said
David Rattray as alleged and that said letters of
Administration have never been revoked. But these
defendants severally deny that the said Jane Rattray,
as Administratrix, as aforesaid, filed a petition in said
County Court for the sale of Real Estate to pay the debts
of said David Rattray, as alleged in said Bill, or that
the said Court ordered or directed that said Administratrix
should make sale of said premises, or that, by virtue of
any such supposed order, the premises mentioned in said
Bill were sold as in said Bill alleged.
And these defendants further severally deny that the said
Administratrix caused the said premises to be subdivided
into lots and mentioned as in said Bill alleged, or that she
acknowledged said supposed subdivision, as alleged.

And these defendants further severally deny that the said Administratrix advertised the said premises for sale as alleged, or that she sold at public sale the said described premises as alleged in said Bill of Complaint, or that she sold, at said supposed Administratrix' sale, to the said complainant, John S. Buchanan, the said Lots mentioned in said Bill for the price alleged in said Bill, or for any other price, or that the sum of money mentioned in said Bill, or any other sum of money has ever been paid to said Administratrix by said Buchanan as alleged by said complainants, or that she sold, at said supposed sale to said Robert R. Griffin, said Lot mentioned in said Bill, in consideration of the sum of money mentioned in said Bill, or in consideration of any other sum or price, or that the said Griffin ever paid to said Administratrix the sum of money mentioned in said Bill, or any other sum or sums of money, as consideration for the sale of said Lot, as alleged in said Bill of Complaint.

And these defendants further answering severally admit, that the said supposed consideration money, alleged in said Bill to be due from said David Rattray, or his estate, to said Bayley on the said supposed agreement in writing, had never been paid prior to the time mentioned in said Bill of Complaint, and these defendants further answering say that said supposed consideration money has never been paid to said Bayley.

either before or since said time mentioned in said Bill and deny that the money alleged in said Bill to have been paid by said Buchanan & said Griffin, was paid over to said Bayley for said lands, as is alleged in said Bill. And these defendants deny that the consideration of the deeds made by said Bayley to the "Heirs of David Rattra" was furnished either wholly or in part by said Buchanan or said Griffin.

And these defendants further answering severally admit that the said Bayley, as alleged in said Bill, on the twenty seventh day of July, one thousand eight hundred & fifty three, by his deed of that date, granted & conveyed unto the Heirs of David Rattra the said premises, but they deny that said conveyance was made in consideration of any sum or sums of money paid by either the said Buchanan or the said Griffin.

And these defendants further answering say that they have no knowledge, or any information save by said Complainant's Bill of Complaint, and cannot set forth as to their belief or otherwise whether the said Griffin ever granted or conveyed as said Complainant Walter Kimball said Lot seven (7) mentioned in said Bill, or whether said Kimball is now in possession of said Lot, as alleged in said Bill, or whether said Complainant John S. Buchanan, ever granted or conveyed unto said Complainant Anson Bushnell & Lewis Bushnell said Lots mentioned in said Bill, as is alleged in said Bill.

but they admit that said Lewis Bushnell is in possession of said lots, as alleged, but deny that said Anson Bushnell is in possession of said lots.

And these defendants further answering say that they have no knowledge or information & cannot set forth as to their belief or otherwise whether said Anson & Lewis Bushnell granted or conveyed, at the time mentioned in said Bill, or at any other time, to said complainant George Ellacott, said Lot number eight (8) as in said bill alleged, but these defendants admit that said Ellacott is now in possession of said lot, as alleged in 2^d Bill

And these defendants further answering severally admit that the said Heirs of David Rattray at the May Term of said Superior Court of Chicago, brought their actions of ejectment against said complainants Lewis Bushnell & George Ellacott, to recover the possession of such portion of said premises first described in said Bill, as said Bushnell & Ellacott are in possession of, and that said actions are now pending in this said Court, and are founded upon the title conveyed to said Heirs by said Bayley, together with certain other titles obtained through certain sales of said lands for the non-payment of taxes assessed upon said lands

And these defendants severally deny that they only claim title to said premises as Heirs of David Rattray aforesaid, but say that they also claim title to said premises through a

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certain deeds executed by the City of Chicago, on the tenth day of July A.D. 1851 to the Heirs of David Raltray, founded on a sale for the taxes of the municipal year of 1851. to the said City & also through a deeds executed by the Sheriff of Cook County to the said Heirs founded on a sale for the taxes of the year 1852, due to the State of Illinois & said County.

And these defendants deny all & all manner of unlawful combination and confederacy wherein they are by the said Bill charged, without this, that there is any other matter or thing in the said Complainants' Bill of Complaint material or necessary for these defendants to make answer unto, and not herein & hereby well & sufficiently answered, confessed, traversed, & avoided or denied is true to the knowledge or belief of these defendants. all which matters & things these defendants are ready and willing to aver, maintain & prove as this Honorable Court shall direct, and humbly pray to be hence dismissed with their reasonable costs & charges in this behalf most wrongfully sustained

Jane R. Stow

W. H. Stow.

Vol. J. Burston.

Ellen Burston.

Hannah M. Raltray

Gandy & Wente
Sol^s for Defts.

And then after, to wit: on the 13th day of September 1860. came the defendants Merion Rattray, et al. by their Solicitors, and filed in the Office of the Clerk of said Court their answer to said Bill, which answer is in words and figures as follows, to wit:—

Superior Court of Chicago.

The joint answer of Merion Rattray, Lucretia Rattray and Achsah Burston, Infant defendants, by William C. Gandy their Guardian ad litem to the Bill of Complaint of Walter Kimball John S. Buchanan, Amos Bushnell, Lewis Bushnell and George Ellacott, Complainants.

These defendants reserving to themselves all right of exception to the said Bill of Complaint for answer thereto, admit that at the time in said Bill mentioned, the said Elisha Bayley was seized in fee of the said premises described in said Bill as in said Bill of Complaint is alleged

And these Defendants further answering admit that said David Rattray, departed this life at the time mentioned in said Bill, and that he left no will or testament, and that he left the persons mentioned in said Bill his heirs, as in said Bill alleged

And these Defendants further answering admit that letters of Administration upon the estate of said David Rattray were granted to said Jane Rattray at the time mentioned in said

Bill by said Probate Court; as is alleged in said Bill of Complaint, and that said Jane entered upon the duties of said Administration as Administratrix of said estate, and that said letters are still in full force & unrevoked

And these defendants further answering deny all and singular the allegations in said Bill of Complaint except those allegations in said Bill which these defendants have above admitted Wherefore these Defendants pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained

Euretta Rattray
Marion Rattray &
Achsah J. Boston by
Wm L Gandy their
Guardian ad litem

Guardians fee
\$ 5.00.

And then after to wit on the 11th day of September 1860 came the complainants by their Solicitor and filed in the Office of the Clerk of said Court their replications in the words and figures as follows: to wit:-

Superior Court of Chicago
In Chancery

The replication of Walter Kimball, John B. Buchanan, Anson Bushnell, Lewis Bushnell, & George Elliott, complainants to the joint and several answer of Jane Stow, William H Stow,

Volney J. Burston, Ellen Burston, and Hannah Rattray,
Defendants, to the Bill of Complaint of the above Complainant

These repliants saving and reserving unto themselves all and
all manner of advantage of exception to the manifold insuffi-
ciencies of said answer for replication thereunto say: that
they will prove their said Bill to be true certain, and
sufficient in the law, and that the said answer of the said
Defendants is uncertain, untrue and insufficient to be replied
unto by these repliants, without this that any other matter or
thing whatsoever in said answer contained, material or effective
in law to be replied unto confessed or avoided, traversed or
denied is true. all which matters and things these repliants
are and will be ready to aver and prove as this Honorable
Court shall direct and humbly pray as in and by their
said Bill they have already prayed

John B. Leone
Sol. for Compts.

And there after to wit: - on the 17th day of September aforesaid
came the Complainant by their Solicitor and filed in the Office
of the Clerk of said Court: their replication in the words and
figures as follows. - to wit: -

Superior Court of Chicago
In Chancery.

The replication of Walter Kimball, John S. Buchanan, Answer

Dushnell, Lewis Dushnell & George Ellacott, complainants to the joint answer of Marion Rattray, Burette Rattray and Achsah Buxton, infant defendants, filed by William C Goudy their Guardian, ad litem, to the Bill of Complaint of said complainants.

These replicants saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of said answer for replication therunto say: That they will prove their said bill to be true, certain and sufficient in the Law, and that the answer of the said defendants is uncertain untrue and insufficient to be replied unto by these replicants; without this that any other matter or thing whatsoever in said answer contained material or effective in law to be replied unto controverted or avoided, traversed or denied is true. all which matters and things these replicants are and will be ready to aver and prove as this honorable Court shall direct: and humbly pray as in and by their said Bill they have already prayed

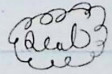
John W. Cone
Sol. for Compt.

Know all Men by these Presents that Elisha Bayley, of the County of Cook and State of Illinois, doth hold and firmly binds unto David Rattray of the County of Cook and State of Illinois aforesaid in the firm sum of Eighteen Hundred dollars to be paid unto the said David Rattray his heirs, executors, administrators and assigns, to which payment well and truly to be made, I bind myself, heirs, executors and administrators and every of them firmly by these presents. Sealed with my seal this second day of August A.D. one thousand eight hundred and forty eight

The condition of the above obligation is such that whereas the above bounden Elisha Bayley hath this day agreed to sell to the said David Rattray, his heirs and assigns for the sum of Four Hundred dollars (\$400.00) payable as follows to wit: The sum of Two Hundred dollars in one year and two hundred dollars in two years from this date. All the following described Lot or parcel of land to wit: all that certain lot piece or parcel of Lands situate lying and being in the County of Cook and State of Illinois known and distinguished as half an acre of land from the South East corner of the $52\frac{30}{100}$ acres set off to Henry Hubbard in partition among the owners of the South West quarter of Section Eight (8) in Township Thirty Nine (39) North of Range Fourteen (14) East. Bounded and described as follows to wit: Beginning at a stake standing about in the centre of Randolph Street and at the South East corner of said $52\frac{30}{100}$ acres

set off to Henry Hubbards as aforesaid, and running thence North three chains and forty four $\frac{1}{2}$ links thence West one chain and forty seven links thence South three chains and forty four $\frac{1}{2}$ links and thence ^{East} one chain and forty seven links to the place of beginning, reserving therefrom forty feet in width from the South side of said premises for a highway, together with the buildings and improvements thereon standing and being. Upon the payment of said sums being made at the times and in the manner aforesaid the said Elisha Bayley, his heirs, executors and assigns, covenants and agrees to and with the said David Rattray, his heirs, executors, administrators and assigns to execute a good and sufficient deed of conveyance of the above described premises.

Now if the said Elisha Bayley or his heirs, executors, administrators or assigns do and shall well and truly keep, observe and perform the said covenants and agreements herein contained on his part then this obligation is to be void otherwise to remain in full force and virtue.

Signed Sealed and delivered } Elisha Bayley. 
in presence of W. H. Greenwood }

No. 20530 Filed for Records August 5th 1848. in Book 27
of deeds page 372.

State of Illinois, I Charles B Powell, Clerk of the County of Cook, County Court in and for said County, do hereby certify that the foregoing is a true copy of the Letters of administration granted by said Court, in the estate of David Rathay deceased, that the same remain unrevoked and in full force so far as any action, of the Court aforesaid has been had concerning the same - and the original of the said Letters are now on file in my office -

Witness Charles B Powell clerk of the Court aforesaid, and the seal thereof at the City of Chicago, in said County, this 29th day of April AD 1861
 C B Powell, Clerk

COUNTY COURT OF COOK COUNTY.		No.
Estate of		
LETTERS OF ADMINISTRATION TO		
Deceased.		
Filed	185	
Recorded in Documentary Records, Book		
page		
Clerk.		

STATE OF ILLINOIS, }
COOK COUNTY, } Sct

The People of the State of Illinois to all to whom these Presents shall come,
GREETING:

KNOW YE, That whereas *David Rathay*
of the County of Cook and State of Illinois died intestate, as it is said, on or about the
day of *September* A. D. 1849 having at the time of *his* decease,
personal property in this State, which may be lost, destroyed or diminished in value, if speedy
care be not taken of the same; to the end, therefore, that said property may be collected and pre-
served for those who shall appear to have a legal right or interest therein, we do hereby appoint

Jane Rathay

of the County of Cook and State of Illinois, administratrix
of all and singular the goods and chattels, rights and credits, which
were of the said *David Rathay* at the time of
his decease; with full power and authority to secure and collect the said property and debts,
wheresoever the same may be found in this State, and in general to do and perform all other acts
which now are, or hereafter may be required of *her* by law.

JOS

E. S. Kimberly
WITNESS, ~~CHARLES B. FARWELL~~, Clerk of the
County Court of said County, and the seal thereof, at the City of
Chicago, in said County, this *14th* day of *December*
A. D. 1849

E. S. Kimberly

State of Illinois,
Cook County & p

Be it remembered that heretofore to wit: on
the twenty first day of December in the year of our Lord
one thousand eight Hundred and fifty. the same being
one of the days of the December Term of the County Court
of Cook County

Present Hon Henry S. Tucker Judge
E. S. Kimberly Clerk

(the following among other proceedings were by and before
said Court had and entered of Record to wit;

"*Rattray v. Rattray* In a matter of Petition for sale of Real Estate
Estate of David Rattray deceased This day also came into Court Jane Rattray Ad-
ministratrix to the estate of David Rattray Decd and
presented her petition for the sale of certain Real Estate in
said petition described, to pay the debts due by said intestate
and praying that the heirs of said intestate be made parties
therein." Which petition is in the words and figures
following to wit:

State of Illinois,
Cook County & p

County Court of Cook County
December Term AD 1850

Petition of Jane Rattray to sell Real Estate of
David Rattray deceased

To the Honorable Henry S. Tucker
Judge of the County Court of Cook County aforesaid.
Your petitioner Jane Rattray Administratrix of the
estate of David Rattray deceased most respectfully

petitioners this Honorable Court for permission to sell all the interest of said estate in the following Real Estate of David Rattray for the purpose of putting demands against said estate, there not being sufficient personal property or money belonging to said estate to discharge the same from its liabilities to wit: Lots one (1) and twenty one (21) of C.C. Robinsons subdivision of block forty seven (47) of the Illinois and Michigan Canal Trusts Subdivision of section seven Township thirty nine (39) Range fourteen (14) East of the third principal Meridian, and also out lot No Twenty seven (27) in the board of Trustees of the Illinois and Michigan Canal subdivisions of section seven (7) Township Thirty nine (39) Range fourteen (14) East of the third principal Meridian.

And your petitioner will ever pray

Jane Rattray, Administratrix

(Accompanying and attached to said petition ^{is} an affidavit in the words and figures following to wit:

"State of Illinois,
Cook County & J. Jane Rattray being duly sworn deposes and says that in accordance with law she served a written notice of her intention to apply to the County Court of Cook County for leave to sell certain Real Estate in her Petition described upon the following minor heirs of David Rattray deceased viz: Sarah Buckelows, Ellen Rattray, Hannah Rattray, Martha Rattray and Marion Rattray. And further that deponent saith that -

Shewn to & Subscribed before me this 18th day
of December AD 1850

"James Raltray Adm^r"

"E. J. Kimberly Clk County Ct"

(Accompanying and attached to said Petition is an account in the words and figures following to wit;

"David Raltray's Account Current & Vouchers presented Estate - By James Raltray Adm^r. and same having been examined are allowed as follows viz;

Receipts	\$116.00
Distributions	<u>130.50</u>
Balances	14.50
Allowed family for support	<u>500.00</u>
	\$746.00 "

"James Raltray Adm^r"

(Accompanying and attached to said Petition is a notice and acceptance which are in the words and figures following viz;

"State of Illinois,

Cook County

Wm - - Raltray

Please take notice that on the

third Monday being the twentieth day of December AD 1850 I shall apply to the Judge of the County Court of Cook County at a term of the said Court to be holden at that time in the Court House in the City of Chicago for an order to sell the Real estate of David Raltray deceased described in the petition hereto annexed

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for the purpose of obtaining means to discharge the estate
of said David Rattray from its liabilities
Chicago October 30th 1850 Jane Rattray, Adm^r"

"State of Illinois
County of Cook

I Volney J Buckton do hereby accept
service of a copy of the within petition, notice and account
of Jane Rattray Administratrix of estate of David
Rattray deceased. this 30th day of October A D 1850
V J Buckton

"and the said Administratrix having produced to Court
an affidavit of said Administratrix that said Administra-
trix in accordance with law, served a written notice upon
the minor heirs of said intestate, of her intention to apply
to the County Court of Cook County for leave to sell the
Real Estate described in her petition, as follows to wit:
Sarah Buckton and her husband Volney Buckton, Ellen
Rattray, Hannah Rattray, Melita Rattray, and Marion
Rattray and Volney Buckton having filed his acceptance
of said notice

And it appearing that there are minor heirs of
said deceased under the age of twenty one years. It is there-
fore

Ordered that Edmund S Kimburlly be appointed
guardian ad litem to said minors

And now on the day aforesaid again came the same
Administratrix, and also the guardian ad litem aforesaid

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who files his answer on behalf of said minors neither of
firming admitting nor denying the allegations of said petition
but reserving the rights of said minors by requiring process

And it appearing from the Records and
files of this Court that said Administratrix has filed her
Inventory and Appraisement bill of the effects of said deceased

And that there are claims against said Estate un-
satisfied after the application of the available assets,
and that it is necessary to sell the Real Estate and
property as petitioned for to pay the debts of said intestate

And it also having been shown to the
satisfaction of the Court that said intestate and his
legal representatives were the owners of or have an in-
terest in the property asked to be sold (&c.)

It is therefore Ordered and directed that
said Administratrix proceed in pursuance of the provi-
sions and directions of the Statute in such case made
and provided to make sale of the Real Estate in said
Petition described to wit: Lots One (1) and Twenty
one (21) in C. C. Robinsons subdivision of Block
forty seven (47) of the Allinies and Michigan Canal
Tracts subdivision of Section seven Township Thirty
Nine (39) Range fourteen (14) East of the Third Principal
Meridian - Also out lot at^o Twenty seven
(27) in the Board of Tracts of the Allinies & Mich-
igan Canal Subdivision of Section seven (7) Township
Thirty Nine (39) Range Fourteen (14) East of the Third
Principal Meridian - It is also ordered that
said Administratrix on such sale being made, make

and receive a deed or deeds by the purchasers, and make report of such proceedings to the Court"

And afterwards to wit: on the 28th day of November A.D. 1851 the same being one of the days of the November Term of the County Court aforesaid the following among other proceedings were by and before said Court had and entered of Record to wit:

"Rattray David

3rd Estate of ^{Trust} This day comes into Court Jane Stow formerly Jane Rattray Administratrix to estate of David Rattray dec'd & presents to the Court her Report of the sale of Real Estate made in accordance with a former order of the Court as follows to wit: Sub No 1 in D. D. Robinsons subdivision of Block forty seven of the Tract of the Illinois & Michigan Canal subdivision of Section seven Township thirty nine North Range fourteen East of the third principal meridian - Sold David St Johns for fifty eight Dollars, half cash half credit of six months - Sub No twenty one in the same subdivision of the same Block and section by the same to John Hayward for fifty one Dollars one half of which was paid cash and the remainder on a credit of six months - Out Sub No twenty seven of the said Tract said subdivision of said section seven to John St (Haugh) for five hundred and fifty Dollars subject to the payments to be made to the said Trustee one half of which sum was paid in cash and the remainder on a credit of six months -

which report was approved by the Court, and the sale and proceedings of the Admrs confirmed and deeds ordered to the said purchasers " Which Report is in the words and figures following (viz);

"State of Illinois,
Cook County } p

To the Honorable Henry S. Parker Judge
of the County Court of Cook County in the State of Illinois -
I James Raltray Administrator of the Estate of
David Raltray deceased late of said County of Cook, do most
respectfully report unto your Honor that in pursuance
of an order granted by your Honor at the December Term
A/D 1850 of the said Court authorizing me as Administrator
as aforesaid to sell certain Real Estate belonging to the estate
of the said intestate, and described in the Petition presented at
the said time of the said Court to your Honor for the purpose
of obtaining the said order. I did sell the said Real Estate
described in the said petition on the fifteenth instant to
the following persons, and on the terms and at the prices
hereinafter set forth to wit: Lot One (1) in C. G. Robinson's
Subdivision of Block Forty seven (47) of the Streets of
the Illinois & Michigan Canal's Subdivision of Section Eleven (11)
Township Thirty nine (39) Range fourteen (14) East of the
Third Principal Meridian in the County of Cook and State
of Illinois; To David H. Jones for Fifty Eight Dollars, one
half of which sum was paid in Cash and the remainder on a
credit of six months. I have executed a bond for a deed
for the said Lot, the title of the same being an interest and

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never fully vested in the said David Rattray deceased -
Lot Ninety one in the same Subdivision of the same Block, and
section by the same; To John Hayward for Fifty one Dol-
lars one half of which sum was paid in Cash and the remain-
der on a credit of Six Months, secured to be paid as the said
price of said Lot one is secured, being in the same situation as to
title in the said indentate. And Out Lot No Ninety seven
(97) of the said Trusters said Subdivision of said section seven
to John A Staughop for Five Hundred and fifty Dollars
subject to the payments to be made to the said Trusters, one
half of which sum was paid in Cash and the remainder
on a credit of Six Months. I have executed an agree-
ment to assign all the interest of said David Rattray
deceased to the said purchaser upon the payment of the remain-
der of said purchase money (to be paid in Six Months) The
said several purchasers being the highest and best bidders
for the said several lots aforesaid. And I do hereby further
report unto your Honor that previous to said sale I caused
a notice to be published in the Chicago Weekly Journal a
newspaper published in the City of Chicago in the County of
Cook aforesaid for six weeks previous to the day appointed for
the said sale, stating the time and place of said sale, and a full
description of the property to be sold and the terms of payment
a copy of which said notice with the Certificate of the
publisher is herewith annexed, which is prayed may be made a
part of this report. And also that I caused four
copies of the said notices prepared according to the statute
in such case made and provided to be posted in four of
the most public places in the County of Cook aforesaid

his coaks previous to the day of sale stated therein to wit: one on the front door of the Court House, one on the inside wall of the Post Office, one on the north west corner of Clark and Lake Streets, and one on the South East corner of Clark and Randolph Street all in the City of Chicago in the County of Cook aforesaid, a certificate of the posting of which is herewith annexed and prayed may be made a part of this report

And I do further report that on the day appointed for the said sale in the said notices aforesaid, I appeared by my agent at the place and time specified therein, and for want of bidders and a further preparation for the said sale I caused the same to be adjourned by announcement in the presence of those assembled at the time and place stated for the said sale in the said notices from the eleventh to the fifteenth instant on which last mentioned day I caused the aforesaid Lots to be sold at public auction by C. P. Roque Esq and they were bid off to the persons and at the prices hereinbefore stated, all of which is respectfully submitted, with the prayer that the same may be approved by this Honorable Court.

Chicago November 19, 1851^{AD} · James R. Stow late
 "James Ralston Administrator"
 "James R. Stow"

Accompanying and attached to said Report is an affidavit of Posting, notice of sale and printer's certificate of publication which are in the words and figures following viz:

"State of Illinois,
 Cook County ss

I John W. Knapp of said County being

first duly sworn do certify that on the fourth month day of
 January A.D. 1851 I posted four copies of the printed notice of
 sale by James Rattray deceased which is annexed to the annual
 report of said Administrator of the sale therein mentioned in
 the following places to wit: one on the front door of the Court
 House; one on the inside wall of the Post Office; one on
 the north west corner of Clark and Lake Streets, and one
 on the south east corner of Clark and Randolph Streets,
 all in the City of Chicago County of Cook and State of Illinois
 Subscribed and sworn to before J. H. Haughop
 on this 27th day of June A.D. 1851
 E. S. Kimberley Clk

"Notice"

"By virtue of an order of the County Court of Cook County
 in the State of Illinois granted at the December Term A.D.
 1850 of the said Court. I James Rattray Administrator of the
 estate of David Rattray deceased, shall sell at public Auction
 at the door of the Court House in the City of Chicago on the
 eleventh day of March 1851 between the hours of 10 and 11 o'clock
 A.M. of that day, all the following described lands lying and
 being in the County of Cook and State of Illinois belonging to the
 said estate to the highest bidder to wit: Lots one and twenty
 one of C. D. Robinson subdivision of Block Forty seven of the
 Board of Trustees of ^{the} Illinois and Michigan Canal's subdivision
 of section seven Township Thirty Nine, Range Twelfth (14) East
 of the Third Principal Meridian; on which a credit of six
 months will be given for one half of the purchase money
 to be well secured by lien on the lots

and also Out Lot A^o Tract Seven in the Board of Trustees
of the Illinois and Michigan Canal's subdivision of Section
Seven Township Thirty Nine Range Fourteen East of the Third
Principal Meridian; upon which two payments of \$100 each
have been made to the said Board of Trustees and on which there
remain to be paid two other payments of \$100 each, one on
the 10th of May next with interest at 6 per cent for one
year and the other payment in one year from the 10th of
May next. The title is a certificate of purchase from the
said Trustees. Terms of sale one half cash, and the re-
mainder in six months with good security

Chicago January 24th 1851

John Pattony, Administrator
of Estate of David Pattony deceased"

"This is to certify that the annexed notice was published in
the Chicago Journal a weekly newspaper printed in the City
of Chicago, County of Cook and State of Illinois seven times to
wit: for seven successive weeks of as follows. The first
insertion on the Twenty Fourth day of January 1851 in Vol
8 A^o 4 and the last insertion on the fourth day of March
1851 (Vol 8 A^o 10 of said paper
Dated at Chicago 25 March 1851"

"R. S. & C. S. Kilson"

Publishers Chicago Weekly Journal"

And afterwards to wit: on the 21st day of June AD 1852
the said Administrator filed in said County Court his petition
for the further sale of Real Estate belonging to said David

Ratray deceased, which is in the words and figures following to wit:

"To the Honorable Henry E. Parker Judge of the County Court of Cook County Illinois

Your petitioners Jane Stow late Jane Ratray Administratrix of the Estate of David Ratray deceased and William H. Stow her husband - would represent unto this Honorable Court that the said David Ratray did seized of an interest in the following Real Estate in addition to that already sold by order of this Court granted on petition filed at the December Term of this Court A.D. 1850 - The said deceased did seized of the following described pieces or parcels of land to wit: Lots Twenty three and forty in C. C. Robinsons subdivision of Out Lot Forty seven of the Tracts of the Illinois and Michigan Canal's subdivision of Section seven in Township Thirty Nine Range Fourteen East of the Third Principal Meridian in Cook County Illinois. And also that other piece or parcel of Land lying in the South East Corner of the Fifty Two and 20/100 Acres set off to Henry Hubbard in partition among the owners of the South West quarter of Section Eight (8) in Township Thirty Nine (39) North of Range fourteen East of the Third Principal Meridian, in the County of Cook and State of Illinois aforesaid bounded and described as follows to wit: beginning at a stake standing about the centre of Rudolphs Street, and at the South East corner of said Fifty Two and 20/100 Acres set off to Henry Hubbard as aforesaid and running thence north three chains and forty four and 1/2 links, thence west one chain and forty seven

links, thence South thro' Chain forty four and 1/2 links
 and thence East one chain and forty seven links to the place
 of beginning receiving thenceforward forty feet in width from
 the South side of premises for a highway - which said last
 mentioned premises is improved with Common fence and
 two Common Drivelling Houses and appurtenances -

Your petitioners therefore ask the aid of this Honorable Court
 in the premises - And your petitioners will ever pray"

June 31st 1852

"James Stow late Janr"
 "Ratray Administratrix"
 "Messrs A Stow"

(Accompanying and attached to said petition is an account
 in the words and figures following to wit:)

"Claims allowed against Estate of David Ratray Decd
 to July 1st 1852

Claim of	Parties	allowed	Amount
Claim of	Butter & Norton	allowed	15.68
"	" Dr S D. Brown	"	10.00
"	" Dr M ^c Arthur	"	2.28
"	" John Wentworth	"	2.00
"	" Dr Richie	"	6.25-
"	" Messrs Winbill & Speller	"	77.75
"	" A Stetchhead	"	7.60
"	" Clerks fee	"	10.00
"	" R W Anderson	"	4.48
"	" Knight & Brown	"	1.00
"	" " "	"	3.00
"	" E Hughes	"	2.00

As D

Claim of Jas B Hall Allowed

22, 12
\$164.14"

Accompanying and attached to said petition is a notice and certificate of publication which are in the words and figures following (viz):

"Administrators Notice

Notice is hereby given that I the subscriber James Stow late James Rattray as Administrator of the estate of David Rattray deceased late of Cook County Illinois, shall apply to the County Court of Cook County Illinois by petition for an order to sell so much of the Real estate of the said David Rattray deceased as shall be necessary to pay the debts of the said estate at a term of the ^{said} Court to be held at the Court House in the City of Chicago, in the County of Cook aforesaid on the third Monday being the twenty-first day of June A.D. 1852; and all persons interested in said Real estate are requested to be present and show cause why it should not be sold for the purpose aforesaid

James Stow

James Stow late James Rattray
Administrator of estate of David
Rattray deceased"

"This certifies that the appended notice of Administrators estate of David Rattray has been published in the

Daily Democrat a newspaper printed and published in the City of Chicago, County of Cook and State of Illinois three weeks commencing with the 8th of May and ending with 29th of May 1862 and that I have received two Dollars for publishing the same

D. M. Bradley
Publisher for Proprietor "

And afterwards to wit: on the 25th day of June AD 1862 the same being one of the days of the Grand Term of the County Court aforesaid, the following proceedings were by and before said Court had and entered of record to wit:

Ratray David,

Estate of $\frac{1}{2}$ This day came into Court James Stow formerly James Ratray and Mellicam H Stow her husband by J St Kaughof their Solicitor who present their petition for the further sale of certain Real Estate therein described to pay the debts of said deceased, and praying that the heirs of said deceased may be made parties thereto - And it appearing that Sarah Bracketton, Ellen Ratray, Hannah Ratray, Mattie Ratray and Marion Ratray are minor heirs of said David Ratray all under the age of twenty one year

It is ordered by the Court that James M. Lown be and he is hereby appointed Guardian ad litem for the above mentioned heirs of David Ratray decd.

And afterwards to wit: the said James M. Lown guardian ad litem as aforesaid filed in said Court his account

which is in the words and figures following to wit:

"State of Illinois,
Cook County } Petition to sell Real Estate

In the matter of the application of James Stow late of Rattray Administratrix of Estate of David Rattray deceased to the County Court of Cook County for leave to sell Real Estate -

James M Stow appointed guardian by the County Court guardian ad litem to Ellen Hannah Mullen and Margaret Rattray minors and heirs of said David Rattray deceased comes and answers for said Minors and says that he neither admits nor denies the allegations set forth in said petition, but saving and reserving all rights of said minors, and ignorant of the facts upon which said petition is predicated prays that said applicant may be put upon proof of their allegations for the sale of Real Estate as prayed for

Dated June 26. 1852

"Jas M Stow"

And afterwards to wit: on the 26th day of June AD 1852 the same being one of the days of the June Term of the County Court aforesaid, the following among other proceedings were had and before said Court had and entered of record to wit:

"Rattray David,

Ordnal of 3 This day again came into Court James Stow late James Rattray Administratrix to the estate of

David Rattray deceased, and William A. Snow her husband by J. P. Staughrop their Attorney and James M. Snow guardian ad litem for Sarah Buckstone, Ellen Rattray, Hannah Rattray, Welta Rattray and Marion Rattray who files his answer on behalf of said minors neither admitting nor denying the allegations of said Petition but reserving the rights of said Minors by requiring proof &c - And it appearing from the Records and files of this Court that said Administratrix has filed her Inventory and appraisement bill of the effects of said deceased and that there are claims against said estate pecuniaried, after the application of the available assets, and that it is necessary to sell the Real Estate, and property as mentioned for to pay the debts of said intestate.

And it also appearing that due proof of the publication of the time, place and intention of presenting said petition has been made by publishing the same in the Chicago Democrat a newspaper published in the City of Chicago in this State for three weeks successively, and not less than six weeks prior to the present term of this Court and that the proceedings of said Administratrix have been in all respects in conformity with law. And it also having been shown to the satisfaction of the Court that said deceased and his legal representatives were the owners of or have an interest in the property asked to be sold - It is therefore ordered and directed that said petitioners proceed in pursuance of the provisions and directions of the statute in such made and provided, to make sale of the Real Estate in said petition described

to wit: Lots Twenty Nine, Thirty Two and Forty in C. C. Robinsons subdivision of Out Lot Forty seven of the Streets of the Illinois & Michigan Canal subdivision of section seven in Township Thirty Nine Range Fourteen East of the Third Principal Meridian in Cook County, Illinois. And also that other piece or parcel of Land lying in the south East corner of the fifty two $\frac{90}{100}$ Acres acres set off to Henry Hubbard in partition among the owners of the South West quarter of Section Eight (8) in Township Thirty Nine North of Range Fourteen East of the Third Principal Meridian in the County of Cook aforesaid bounded and described as follows to wit: beginning at a stake standing about the center of Randolph Street and at the South East Corner of the said fifty two $\frac{90}{100}$ acres set off to Henry Hubbard as aforesaid and running thence north three chains and forty four and $\frac{1}{2}$ links, thence west one chain and forty seven links, thence south three chains four and $\frac{1}{2}$ links, and thence East one chain and forty seven links to the place of beginning - Reserving therefrom forty feet in width from the south side of the premises for a highway, which said last mentioned premises is improved with Common fence, and two Common dwelling houses with appurtenances - It is also ordered by the Court that said Petitioners report to this Court any action had on this order to this Court at the next term had hereafter"

And afterwards to wit: on the 21st day of September

AD 1852, the said Administrators filed in said County Court a Report of Sale of Real Estate, which is in the words and figures following to wit:

"To the Honorable Henry S. Becker Judge (of the County Court of Cook County, Illinois,

Jano Stow late Jano Rattray Administrators of the estate of David Rattray deceased, most respectfully reports to this Court that in pursuance of an order granted at the June Term of the said Court for the year AD 1852, after first advertising and posting notices according law, proof whereof is herewith submitted and prayed may be made a part of the report, I did on the Ninth day of September AD 1852 sell at public Auction at the time and place mentioned in said notices, to the following persons for the following prices, the following lots of land mentioned in said order & sell to wit: Lot Twenty Nine in C C Robinson's subdivision of Out Lot Number Forty Seven of the subdivision of the Tracts of the Illinois and Michigan Canal of Section seven Township Thirty Nine Range Fourteen in Cook County Illinois for the sum of Ninety five Dollars to Dr William St Snowdon. Lot Thirty Two of said Robinson's subdivision of said Block for One hundred and fifteen Dollars to William Merdun and Lot Forty of said Robinson's Subdivision of said Out Lot for One Hundred and fifty five Dollars to George St Noble, they being the highest and best bidders for the same. The terms of the sale were one half Cash the balance in six Months with six per Cent interest, all of which is respectfully submitted with the prayer that the same

may be approved by this Court and conjunctly ordered
Chicago September 14th 1852

W. H. Stow

James Stow & James Rattray
Administrators

Accompanying and attached to said petition are notices of sale with affidavits of posting and printer's certificate of publication, which are in the words and figures following to wit:

"Administrators' Sale"

"By virtue of an order granted by the County Court of Cook County, Illinois, at the June Term of said Court for the year 1852. I shall sell at public Auction to the highest bidder, on the terms hereinafter made known on the ninth day of September 1852 at the hour of ten o'clock A.M. at the Real Estate Room of Col. J. P. Russell 106 Randolph Street, in the City of Chicago in the County of Cook aforesaid, all the interest of the estate of the late David Rattray deceased, in and to the following described property to wit: Lots twenty nine (29), thirty two (32) and forty (40) in C. C. Robinson's subdivision of out lot forty seven (47) of the subdivision of the Operators of the Illinois and Michigan Canal of section seven township thirty nine, range fourteen east of the third principal meridian in Cook County Illinois - One of these lots fronts 50 feet on Lake Street by about 130 deep, and the others fronting 50 feet on Lake Street by next street north of Lake Street by same depth as above - And also a part in lots of twenty five feet each off the

north end of the following to wit: That certain lot or parcel of land lying one half acre from the south east corner of the 52 and 90/100 acres set off to Henry Hubbard in partition among the owners of the south west quarter of section eight (8) in Township thirty nine (39), north, range fourteen in Cook County aforesaid to wit: beginning at a stake standing about the centre of Randolph Street and at the south east corner of said 52 and 90/100 acres set off to Henry Hubbard as aforesaid and running thence north three chains and forty four and $\frac{1}{2}$ links, thence west one chain and forty seven links, thence south three chains forty four and $\frac{1}{2}$ links and thence east one chain and forty seven links to the place of beginning receiving therefrom forty feet in width from the south side of said premises for a highway.

Terms of sale. one half Cash, and balance in six months with six per cent. interest.

Chicago July 29, 1852

John H. Stow

" John Stow late John Rattray
 " Administrator of estate of
 " David Rattray deceased "

State of Illinois
 Cook County $\frac{3}{p}$

John H. Staughp of said County being duly sworn according to law says that on the twenty ninth day of July 1852 he posted three copies of the annexed printed notice in four of the most public places in the County of Cook aforesaid to wit: one on the front door of the Court House, one in the Auction

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rooms of Col J. B. P. Russell, one on a Telegraph Pole
in front of the Post office, and one on the door of the Re-
corder & Clerk of Circuit Courts office door all in the City
of Chicago County of Cook aforesaid"

Subscribed and sworn to before, "John St Mangroff"
on this 21st day of Sep-
tember A.D. 1852

"O. S. Winberly" Clk

"Administrative Sale"

"By virtue of an order granted by the County Court of
Cook County Illinois at the June term of said Court for
the year 1852. I shall sell at public auction to the highest
bidder, on the terms hereinafter made known on the 11th day
of September 1852 at the hour of ten o'clock A.M.
at the Real Estate room of Col J. B. P. Russell, 106
Randolph Street, in the City of Chicago, in the County of
Cook aforesaid, all the interest of the estate of the late
David Rattray deceased, in and to the following described
property to wit: Lots twenty nine (29) thirty two (32) and
forty (40) in D. C. Robinsons subdivision of the Tracts
of the Illinois and Michigan Canal of section seven
Township thirty nine. range fourteen east of the third
principal meridian, in Cook County Illinois - one of
three lots fronts 50 feet on Lake Street by about 130 deep
and the others fronting 50 feet on west street mouth of Lake
Street by same depth as above. And also a part in Lots
of twenty five feet each off the north end of the following
to wit: That certain lot or parcel of land lying on half

acres from the South east corner of the S² and 90/100
acres set off to Henry Hubbard in partition among the owners
of the South west quarter of section eight (8) in Township
thirty nine (39) north, range fourteen in Cook County
aforesaid to wit: beginning at a stake standing about the
Center of Randolph Grant and at the South East corner
of said S² and 90/100 acres set off to Henry Hubbard as
aforesaid and running thence north three chains and forty
four and 1/2 links, thence west one chain and forty seven
links, thence south three chains forty four and 1/2 links and
thence east one chain and forty seven links to the place of
beginning, reserving therefrom forty feet in width from
the South side of said premises for a highway

Terms of sale, one half cash, and balance in six months with six
per cent interest

Chicago July 29, 1852

"Open A. Stow"

"Jame Stow late Jame Rattray"

"Administratrix of estate of"

"David Rattray deceased"

"This certifies that the appended Administratrix's sale
estate of David Rattray has been published in the Daily
Democrat a newspaper printed and published in the
City of Chicago, County of Cook, and State of Illinois his
works consecutively, commencing with the 29th day of July
1852 and that I have received three dollars for publishing
the same

W. M. Bradley
Publisher for the Proprietor

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And afterwards to wit: on the 21st day of September A.D. 1852 the same being one of the days of the September Term of the County Court aforesaid, the following among other proceedings were by and before said Court had and entered of record to wit:

"Wm. Davidy.

Estate of $\frac{3}{3}$ This day comes into Court J. St. Cloughes Attorney for James Stow late James Rattray Administrator of the estate of David Rattray dec'd and William H. Stow her husband and presents their report of the sale of the Real Estate (or the interest which the estate had therein) made in pursuance of the order of the County Court at the June term thereof A.D. 1852, showing as follows

That they in pursuance of same sold at the real estate room of Geo. J. B. Russell, in the City of Chicago in the County of Cook, at the hour of ten o'clock A.M. on the ninth day of September A.D. 1852, they proceeded to sell the following property viz: "Sub-County nine in C. C. Robinsons sub-division of Out Lot number Forty Seven of the subdivision of the Street of the Illinois and Michigan Canal of Section seven, Township Thirty Nine Range Fourteen in Cook County Illinois for the sum of Seventy five Dollars to Mr. William W. Snowden he being the highest and best bidder therefor" - "Sub Thirty Two of said Robinsons subdivision of said Block One Hundred and fifteen Dollars to William Snowden he being the highest and best bidder therefor" - "Sub forty of said Robinsons subdivision of said Out Lot for One Hundred and fifty five Dollars to George W. Noble he being the highest and best bidder

\$75.00

\$115.00

\$155.00

therefor" Whereupon the Court approved said Report and ordered said Administrators to execute said charges when the necessary security is given for the payment of the balance or residue of the purchase money."

State of Illinois
Cook County

I Charles B. Farwell Clerk of the County Court of Cook County in the State aforesaid do hereby certify that the foregoing is a true and correct transcript from the Records and files of said Court (in the matter of sale of Real Estate of David Rattray deceased.)

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at my office in Chicago this

Sixteenth day of January A.D. 1860

C. B. Farwell

Clerk



8
Holds true after to wit. on the 20th day of February 1861
was filed in the office of the clerk of said court. a certain
deposition which is in words and figures as follows. to wit

Walter Kimball

John S. Buchanan

Amos Bushnell

Lewis Bushnell &

George Ellacott

vs

Jane Stow

William H Stow

Hezekiah Burston

Ellen Burston

Volney G. Burston

Mannah Ratray

Marian Ratray

& Eweretta Ratray

In the Superior Court
of Chicago
In Chancery

Depositions taken

Nov. 10th 1860

and

Dec. 31st 1860 in

the above cause before
H F Walter a master
in Chancery of the
Superior Court of

Chicago in pursuance of an order of reference made in the
above cause.

53
Mr. Cone appears for complainants, Mr. Gundy for the
Defendants Testimony taken by consent Notice waived

John W Waughop, a witness produced on the part of the
complainants was duly sworn by said Master & examined
orally by the complainants Solicitor, deposed as follows
I reside in the City of Chicago, am an attorney & counsellor

54
28

at Law of the age of 37 years & upwards. I know the parties except Bushnells & Collocott. I was employed by the Adm^t of David Ratray to procure an order of sale in the County Court of the real estate of said Ratray. I caused the proceedings to be carried through the Court to an order of sale, in pursuance whereof the premises were advertised & sold. Walter Kimball purchased Lot Seven (7) on the sale for one Griffin of New York State; The amount of his purchase of said Lot was Three Hundred & Eighty Dollars (\$380) a deed was executed to him which I produce (marked Exhibit A.)

Mr. John S. Buchanan at same sale purchased 3 Lots namely Lot Five (5) Six (6) & Eight (8) for One Thousand & Fifteen dollars (\$1015.) This (produced) is the Deed to him. (marked Exhibit B.)

My impression is that one third of the purchase money was paid down in each case & the residue of same secured payable half in six & half in twelve months with interest as I think \rightarrow yes with interest on looking. A certified copy of the record certified by W^m L Church Esq. Clerk &c. is made an exhibit "marked C." which witness says is a map of the premises the same as ordered sold in the above order. The map represents the property inverted: i.e. the bottom side is North.

The money which I received on sale of the premises for down payments was by me paid over partly to the Adm^t Jane Stow & part on her order & a portion of it was paid by her order or by me for her to Elisha Bailey as a balance due

him on purchase money for the same premises. Bailey as I understood had a deed from a former owner, but he held the title as I understood as a security, deriving his title by deed from Volney J. Buxton. The title when released from that security to Bailey was to go to David Rattray instead of going back to V. J. Buxton. Bailey had given D. Rattray a bond for a deed. The settlement I refer to with Bailey was the payment of the balance due on the bond for a deed given by Bailey to Rattray + entitling Rattray to a deed (all these statements objected to by Aft as parol requiring the production of the writings) So far as the bond from Bailey to Rattray + the settlement on it I speak from knowledge as the papers were then present, that is such is my present recollection. At this settlement Bailey executed a deed of these premises to the "Heirs of David Rattray, deceased" not otherwise naming them.

The question was raised by the purchasers as to the title about to be conveyed at said sale + making of writings, and on the making + recording of the deed from Bailey it was considered that the title of the purchasers was perfected by the enuring of said deed to the purchasers use or benefit. The money I paid to Bailey was paid out of the money raised on the sale, and the amount paid was the whole balance remaining due on Bailey's bond for a deed.

I was conversant with the affairs + business of D. Rattray's heirs + can state that outside of the means furnished by this sale, they had no ability whatever to meet said payment to

56 20

Bailey
Prof examined by Mr Goudy.

At the time of the sale I think when the bidding was going on the purchasers did not know the condition of the title. They received however assurances from witnesses & from the Adm^t that all would be right on the deeds being made from Bailey. These assurances were given not on the bidding, but when the deeds were executed or before. I don't recollect of any question being raised on the bidding about the title. I don't know that the Administratrix was personally present at the sale. The assurances were given by me & I was joined therein by William H. Stow husband of the Adm^t. Stow was present.

The deeds from Bailey & from Adm^t were made about the same time but I cannot say which first. The business with Bailey in ascertaining the balance I cannot say who transacted, but my impression is I derived knowledge of the amount by statement from Mr. Stow & paid same to Bailey on the order of Mrs. Stow i.e. from money I received at said sale. The money was paid by purchasers before I made payment to Bailey. I cannot state whether the purchasers knew the condition of the title at the time of the payment by me to Bailey. The knowledge I had of Bailey's contract to Pattray was derived by me from seeing the Bond which was produced at the settlement or about that time. The duplicate contracts now produced to me on part of Defendant I think

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are the same on which said settlement took place.
They purport to be between Elisha Bailey of one part &
& Jane Ratray in Trust for herself & the minor heirs of
David Ratray. Dated April 7. 1851

This I think on reflection was executed as a substitute
for the original Bond or contract from E Bailey to
David Ratray on cancelling said original contract and
reckoning up arrearages thereon and including all & extending
the time for payment. That change & new substituted
contract was done by me as attorney for Mrs. Ratray and
interceding in her behalf with Bailey. The original
contract was fast due - default had been made of payment
according to its terms & Bailey claimed that he had a right
to declare it forfeited. Bailey I think had received
payments - several of them after default made & was all
the time willing to let them have it if they would comply
with his terms & he called on me after default made to see
if money was likely to come, but I do not remember of
Administratrix conceding to Bailey that he had a right
to forfeit the contract. Bailey at that time in April
1851 exacted & received by the new contracts aforesaid
about one hundred dollars more than was due him as
secured by the original contract. that is to say on the
assumption that the original sale was for four hundred
dollars and also on the further assumption that no payment
had been made on the original contract
I think that two payments had been made on the new
contract of Two hundred each before the last payment

which was made of the balance due at the time of deeds executed on the sales or at that time as above specified. These payments were made by me to amount of \$400 out of proceeds of sale of other property of David Pattway. No part of said \$400 came from proceeds of the County Courts sale on order as above.

When the last payment of balance due for the lands as above was made the proceeds of sale of other property had been exhausted & the estate had no other funds.

Re-examined

The deeds marked Exhibits A + B. are in my hands writing including certificates of acknowledgment. These deeds were delivered to the purchasers after their acknowledgment made & after the dates thereof is of the acknowledgments

J. W. Waughop

Subscribed & Sworn to

Nov. 11th 1860 before me

Hiram F. Mather

Master in Chancery

of the Superior Court of Chicago

On the 31st of December 1860 appeared before said Master, Max Gandy for the Defendants and produced as a witness for further examination John W. Waughop the same witness last examined

Present Mr S. H. Dow.
on the part of the complainants without objection

John W. Manghop sworn Dec 31. 1860 & examined by Mr. Gandy testified as follows.

There were four Lots sold at the Administrative Sale, including the property in controversy in this suit viz. Lots Nos 5, 6, 7 & 8. of the Subdivision marked Exhibit C. in this cause. They were offered & sold separately at the one & same day.

Lot No 5 was sold first - then 6 - then 7. & last eight in that order. Of the purchase money I think one third was paid down (the report will show)

The amount of the balance due to Bailey was ascertained by figuring but not in my presence & an order drawn on me by Messrs Stow Adrs. of David Ratray in favor of Bailey & paid by me several days after the sale. I made that payment to Bailey from the aggregate of the down payments received by me on all the lots at that sale. The purchasers of the lots had nothing to do with that payment.

The contract between Bailey & David Ratray was according to my recollection declared forfeited by non-payment before the contract was executed upon which the final settlement with Bailey was made of which I have spoken. The contract I refer to on which this settlement was made was that which was executed by Bailey to the heirs of Ratray in April 1851.

The one declared forfeited was a contract for the same

premises, but which existed before the death of Rattray & between Bailey himself & Rattray as I think or possibly with some other person & Bailey & assigned to Rattray at all events. Rattray owned it & I think was personally a party to it
 J. W. Waughop.

Subscribed & Sworn to

Dec. 31. 1860. before me

A. F. Mather

Master in Chancery

of the Superior Court of Chicago

State of Illinois,

Cook County } S.

I certify the foregoing depositions to have been taken before me as Master in Chancery of the Superior Court of Chicago on the oath of the witness duly sworn by me at the time stated in each deposition and that the several deeds, marked Exhibits "A" & "B" & the map marked Exhibit "C" which accompany this report but are not annexed, but certified by me, have duly made exhibits in the cause & have my certificate endorsed upon them as such

Dated Dec. 31. 1860

A. F. Mather

Master in Chancery

Superior Court of Chicago

Exhibit "A" referred to in the foregoing deposition of J. W. Waughop.

By virtue of an order granted by the County Court of Cook County in the State of Illinois, at the June Term thereof holden at the Court House in the City of Chicago, in the County of Cook aforesaid commencing on the third Monday of June A.D. 1852 after first advertising the same according to law. I did on the the Twenty sixth day of July A.D. 1853. between the hours of ten and eleven o'clock of that day pursuant to notice according to Law at public auction sell to Robert P. Coniffen he being the highest and best bidder therefor the following described lot of lands. to wit Lot (7) Seven of Jane Stow late Jane Rattray, as Administratrix of David Rattray's Subdivision of the last named tract of land in the order aforesaid herein after set forth for the sum of Three Hundred and Eighty Dollars which said order of the said Court is in the words and figures following to wit:—

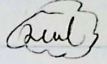
" County Court of Cook County
 " June 26 A.D. 1852 Court
 " met pursuant to adjournment

" David Rattray
 " Estate of } This day again came into Court Jane Stow
 " late Jane Rattray Administratrix to the estate of David
 " Rattray deceased, and William H Stow her husband by J. W.
 " Manghob their attorney and James Mc Lane guardian ad litem
 " of Sarah Buckstone, Ellen Rattray Hannah Rattray, Wm
 " Rattray and Morion Rattray who files his ~~an~~ answer on
 " behalf of the said minors, neither admitting or denying the allegations
 " of said petition, but reserving the right of said minors by
 " requiring proof &c.
 " And it appearing from the records and files of this Court.

61
 J. W. Manghob

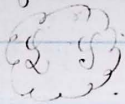
"that the said Administratrix has filed her inventory and
 'appraisement bill of the effects of said Deceased, and that there are
 'claims against said estate unsatisfied after the application of the
 'available assets, and that it is necessary to sell the real estate and
 'property as petitioned for to pay the debts of said intestate
 "And it also appearing that due proof of publication of the
 'time, place and intention of presenting said petition has been
 'made by publishing in the Chicago Daily Democrat; a newspaper
 'published in the City of Chicago, in this State, successively and
 'not less than six weeks prior to the present term of this Court
 "And that the proceedings of said Administratrix have been in
 'all respects in conformity with Law; and it also having been
 'shown to the satisfaction of the Court, that said deceased and
 'his legal representatives were the owners of or have an interest
 'in the property asked to be sold. It is therefore ordered and
 'decreed that said Petitioner proceed in pursuance of the
 'provisions and directions of the Statute in such case made
 'and provided to make sale of the real estate in said petition
 'described to wit Lots Nine, Thirty two and Forty in C.C.
 'Robinsons Subdivision of Out Lot Forty Seven of the Trustees
 'of the Illinois and Michigan Canal Subdivision of Section Seven
 'in Township Thirty Nine Range Fourteen East of the Third
 'Principal Meridian in Cook County Illinois. And also that
 'other piece or parcel of land lying in the South East corner
 'of the fifty two ⁸⁰/₁₀₀ acres set off to Henry Hubbard in partition
 'among the owners of the South West quarter of Section Eight (8)
 'in Township Thirty Nine (39) North of Range Fourteen East of
 'the Third Principal meridian in the County of Cook aforesaid

with interest and due in six and twelve months respectively
Witness my hand and seal this first day of August A.D. 1854

John W. Haughop 
Trustee

State of Illinois }
Cook County } ss.

I, Andrew J. Brown, a Notary Public
in and for said County, in the State aforesaid
do hereby certify to John W. Haughop Trustee
personally known to me as the same person whose name is
subscribed to the foregoing deed, appeared before me this day
in person and acknowledged that he signed, sealed and
delivered the said instrument of writing as his free and volun-
tary act for the uses and purposes therein set forth
Given under my hand and Notarial seal this first day of
August A.D. 1854



Andrew J. Brown
Notary Public

N^o. 52.572 State of Illinois Filed for record August 1st 1854 and
County of Cook do recorded in Book 86 of Records page 23.

L. H. Hoards CLK.


371.66

Chicago 26. July 1853.

Twelve months after date, I promise to pay
to Jane Stow, late Jane Railway or order the sum of
Three hundred seventy one ⁶⁴/₁₀₀ Dollars with interest for value
received

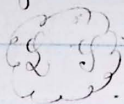
~~John P. Buchanan~~

in the interest and due in six and twelve months respectively
Witness my hand and seal this first day of August A.D. 1854

John W. Haughof 
Trustee

State of Illinois }
Cook County } ss.

I Andrew J. Brown, a Notary Public
in and for said County, in the State of aforesaid
do hereby certify to John W. Haughof Trustee
personally known to me as the same person whose name is
subscribed to the foregoing deed, appeared before me this day
in person and acknowledged that he signed, sealed and
delivered the said instrument of writing as his free and volun-
tary act for the uses and purposes therein set forth
Given under my hand and Notarial seal this first day of
August A.D. 1854



Andrew J. Brown
Notary Public

No. 52,572 State of Illinois Filed for record August 1st 1854 and
County of Cook } recorded in Book 86 of Deeds page 23.

L. H. Hoards CLK.

371.66

Chicago 26. July 1853.

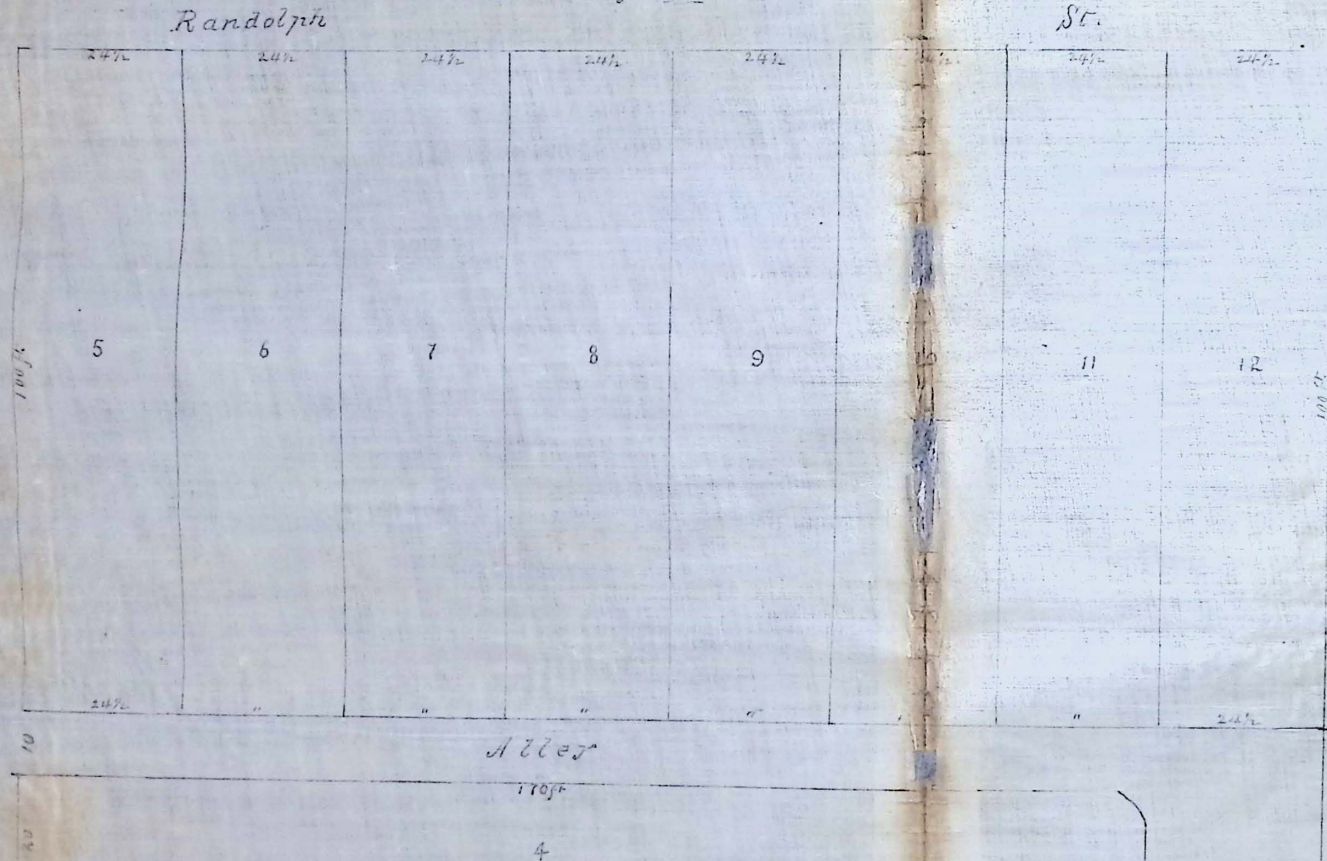
Twelve months after date, I promise to pay
to Jane Stov, late Jane Rattray or order the sum of
Three hundred seventy one ⁶⁴/₁₀₀ Dollars with interest for value
received

John P. Buchanan

Exhibit "C" referred to in foregoing disposition of J.W. Ware 7/10/72

Administratrix Subdivision of Lot 3 in S.W. 1/4 of SEC. 8 T. 39. R. 14 E.

Estate of D. Rattray dec'd



State of Illinois } I do hereby certify that I have surveyed the
 City of Chicago } Subdivision of Lot No 3 in S.W. 1/4 of Sec 8. T
 39 R 14 E and the annexed Plat is a true
 representation of said survey and subdivision
 Chicago July 15th 1853 Wm. Clogher
 City Surveyor

Jan Rattray Administratrix of David Rattray's Estate
 situated as marked on the above plat, has subdivided the lot
 3 in S.W. 1/4 of Sec 8. T 39. R. 14 E.

I hereby certify that the above named Jan Rattray
 Administratrix, appeared before me and acknowledged that the
 above Subdivision of the Estate of D. Rattray has been sub-
 divided according and by her directions and request.

Jan R. Stone late Jan Rattray Administratrix
 subscribed and acknowledged in the presence of the under-
 signed Justice of the Peace in and for the County of Cook and
 State of Illinois
 Chicago July 15th 1853

John A. Sullivan J. P.

No 43517. Filed for record July 21st 1853

Walter Kimball rec
 or } Superior Court of Chicago
 ("Exhibit 6") Jan R Stone Adm & al }

This plat was made an exhibit before me
 Nov. 10th 1860. on a reference & taking of Testimony upon
 me in the above entitled cause
 H. F. Mattson

Master in Chancery Superior Court of Chicago

State of Illinois,
 COUNTY OF COOK.

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 and correct copy of a certain Instrument filed in my Office, on the
 21 day of July, A. D. 1853, and
 Recorded in Book No. 49 of Page 77
 the parties to the same being
 of the first part, and
 of the second part.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of our said
 Court, at Chicago, this 29 day of June A. D. 1860

Wm L Church
 Clerk of the Circuit Court, and
 Ex-Officio Recorder of Cook County.



County Court of Cook County
March term, March 21st 1850
Present Hon Henry L. Tucker Justice
Ed Kimberly Clerk.

Nathay Jane Adm^r

Then comes into Court Jane Nathay Adm^r to
Estate of D Nathay dec^d, & presents the Court an
appraisal of the property allowed by law to
the family of deceased persons which having
been approved by the Court was ordered to
be recorded & said administratrix moving the
Court for such allowance, it was ordered by
the Court that the sum of five hundred
dollars be awarded for the support of the
family of said Nathay dec^d, and the
administratrix selecting the property contained
in the inventory of the personal property of
said dec^d, at its appraisal the Court ordered
that the appraised goods & chattels of said
dec^d be set apart for the use of said family
to the amount of ~~five~~ ^{returned} said appraisal bill.
Administratrix also files an Inventory of the
estate of dec^d and the appraisal bill of the
appraisers amounting to \$16.00 which having
been approved by the Court were ordered to be
recorded

County of Cook) Pleas before the Honorable
Henry S. Rucker, Judge of the County Court
in and for the said County at a term begun
and held at Chicago in the County aforesaid on
the second day of September in the year four Lord
one thousand eight hundred and fifty, and
of the Independence of the United States of
America the the fifty fifth.

Present Hon Henry S Rucker Judge
Edmund S Remondy, Clerk

Estate of David Rattray dec'd

Butler & Norton

vs,

Admr. of the estate of David Rattray dec'd,

Be it remembered that on the eighteenth day
of September one thousand eight hundred and
fifty, the following proceedings were, by and
before said Court, had and entered of record
to wit,

This day also came into Court W H
Butler and presented claim of Butler and
Norton for sundries to the amount of fifteen
dollars and sixty eight cents against the estate
of David Rattray dec'd,

and it appearing to the

Satisfaction of the Court that due notice has been given of said claim which notice is on file in the office of the Clerk and that the said claim is just and unpaid,

The Court therefore ordered and decreed that the following claim be allowed against the estate of the said David Rattray and that it be paid in the order and class to which it belongs as follows, viz:

Class No 4

Claim for sundries \$151.68

Judgment allowed & payment ordered for \$151.68

And afterwards to wit, on the twentieth day of June AD 1857, being one of the days of the June term of said Court for the year aforesaid

Present Hon W L Becker Judge
S. Kimbuck, Clerk,

The following proceedings were by and before said Court had and entered of record, to wit:

Entered nunc pro tunc

Rattray, David, Estate of

This day comes into Court Jane Rattray administratrix of the estate of David Rattray deceased, late of Cook County and State of Illinois who moves the Court for an adjustment of the claims against said Estate

in pursuance of Law

And at appearing to the Court that due notice has been published in the Chicago Democrat a newspaper printed in the City of Chicago and State of Illinois, and also by putting up a notice on the door of the Court House and five other most public places in the County and that said notice was published at least six weeks previous to this term of the Court, notifying and requesting all persons having claims against said estate to appear at this term of the Court for the purpose of having their claims adjusted,

Whereupon it is Ordered by the Court that all persons having claims against said estate do now appear and proceed to present the same for adjustment and allowance pursuant to the Statute, and thereupon the Court having heard the proofs and allegations of the parties and witnesses in the several causes herein entitled and set down and being satisfied that the following claims are just, ordered and adjudged that they be severally allowed against said estate for the amounts herein set down and that they be paid in the order in which they are respectively classed as follows. 18th 1861

Levi D Boone

vs

Jane Rathay Adm^r of
the Estate of David Rathay d^{ce}

Class No 2

Claim for Medical Attendance
(in last illness - Just allowed
and payt. ordered for \$10.00

Dr. Erial McArthur

vs

Jane Rathay Adm^r
of Estate

Class No 2

Claim for Medical Attendance
Just Allowed and
payt. ordered for \$2.28

John Wentworth

vs

Same

Claim for advertising
Just Allowed for \$2.00

Henry Ritchie

vs

Same

Claim on note
Just allowed and payt ordered
for \$6.25

William A Bentley Jr
& John W. Orr

vs

Same

Class 4, Claim Just
entered in Cook County Court
of Common Pleas. Just allowed
and payt. ordered for \$79,8114

Kimball & Fuller

vs

Same

Class No 4, Claim for sundries
Just allowed and payt.
ordered for \$77.73

Henry Whitehead Class No 4. Claim for Sundries
vs } Judgt. allowed and payt,
Same } ordered for \$7.60

Est Kimbely Claim for bus fare. See Oct. 15, 1850
vs } Judgt. allowed for \$10.00
Same }

R & H Anderson Class No 4 Claim for Medicines
vs } Judgt. allowed and payt,
Same } ordered for \$4.48

Wight & Bros Class No 4, Claim for advertising
vs } Judgt. allowed and payt,
Same } ordered for \$1.00

Same } No 4. Claim for subscription to
vs } Prairie Herald Judgt. allowed
Same } and payt, ordered for \$3.00

Edward Hughes Class No 4 Claim for Drayage
vs } Judgt. allowed and payt,
Same } ordered for 2.00

Joseph B. Hall Class No 4 Claim for Merchandise
vs } Judgt. allowed and payt,
Same } ordered for \$22.12

and afterwards, to wit on the ninth day of July A.D. 1852, the same being one of the days of the July term of said Court in the year aforesaid, the following proceedings were by and before said Court had, and entered of record, to wit:

Present as before —

This day came into Court Jane Stow formerly Jane Rattray and William H. Stow her husband, by J. W. Waughop their Solicitor and moves the Court to allow the following claims against said estate, and the Court being satisfied from the evidence adduced that said claims were just and unpaid, Ordered that they be paid in the classification as follows, —

Class No. 4.

Claim of James B. Waller	all of pay	ordered for	\$25,25
"	Henry S. Rucker	"	"
"	"	"	"
"	"	"	"
"	"	"	6.38

and afterwards, to wit, on the seventeenth day of September A.D. 1852, being one of the days of the September term of said Court for the year aforesaid, the following proceedings were by and before said Court had and entered of record, to wit:

Present as before —

This day comes into Court John Clay and Jane (Rattray) Stow, administratrix to estate of D. Rattray deceased and presents his claim against said estate which being proved according

to law, was all as follows — 4th Class,
Claim of John Clay for labor all of payment
Ordered for \$25, 21st

And afterwards, to wit on the twenty fourth day
of October AD 1855, the following proceedings
were by and before said Court had and entered of
record to wit,

County Court of Cook County,
Special Term, October 24, 1855
Court met to call for business
Present Hon. Henry S. Rucker, Judge,
Charles B. Farwell, Clerk,
James Andrew, Sheriff,

Rathay David
Estate of } adjudication of claim
(1855) }

This day comes into Court Wm H. Stov
administrator of the Estate of David Rathay deceased
and moves the Court that the claim of W. A.
Baldwin against said estate, heretofore filed,
may now be allowed,

And it appearing to the Court
that said claim is just and equitable, it is
Ordered that the same be allowed, classified
and paid as follows to wit:

Class No 4
W A Baldwin of \$50.00

79
State of Illinois
County of Cook

I Charles B. Fairwell, Clerk of the County Court in and for the County and State aforesaid do hereby certify that the foregoing contains a true, perfect and complete copy and exemplification from the records of the County Court aforesaid (of all the claims and demands allowed against the estate of David Rattray deceased, by the said County Court, as the same remains of record in my office; (and I further certify that no other claims or demands have been allowed against the said estate.)

In testimony whereof I do
hereunto set my hand and
affix the seal of the said Court
at my office in the City of
Chicago, this thirtieth day of
December A.D. 1860



C. B. Fairwell, Clerk

Copy of deed from Hobart R. Griffin
to Walter Kimball,

This Indenture, made this sixth day
of October in the year of Our Lord One Thousand
Eight hundred and fifty eight, between Ho-
bart R. Griffin of the City, County and State
of New York, party of the first part and
Walter Kimball 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 One 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 therefrom, has
granted, bargained, sold, remise, released,
conveyed, aliened and confirmed 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 in
the City of Chicago County of Cook and State
of Illinois and known and described
as follows to wit: Lot Number Seven
(7) of Jane Starbuck Jane Kimball as
Administratrix of David Rating, Decedent,
subdivision of that piece or parcel of land

lying in the South East Corner of the Fifty
two ⁹⁰/₁₀₀ acres set off to Henry Hubbard in
partition among the owners of the South West
quarter of Section eight (8) in Township thirty
nine (39) North of Range Number East of
the third principal Meridian in the County
of Cook aforesaid, bounded and described as
follows to wit, Beginning at a Stake standing
at about the Centre of Randolph Street
at the South East Corner of Said Fifty two
and ⁹⁰/₁₀₀ acres set off to Henry Hubbard as afore-
said and running thence North three Chains
of forty four and $\frac{1}{2}$ links, thence West one
Chain of forty seven links, thence South three
chains of forty four and a half links, and
thence East One Chain and forty seven
links to the place of beginning, reserv-
ing therefrom forty feet in width from
the South side of the premises for a high-
way. — Together with all and singular
the hereditaments and appurtenances there-
unto belonging, or in any wise appertain-
ing; and the reversion and reversions, re-
mainder and remainders, rents, issues
and profits thereof, and all the estate right
title, interest claim or demand what-
soever of the said party of the first part
either in law or equity, if in and to be

above bargained premises with the hereditaments
and appurtenances. To have and to hold the
said premises above bargained and des-
cribed, with the appurtenances, unto the
said party of the second part his heirs and
assigns forever. And the said Hobart
R. Griffin party of the first part, for his
heirs executors and administrators doth con-
sent, grant, bargain and agree to and
with the said party of the second part his
heirs and assigns that at the time of
sealing and delivering of these presents
he is well seized of the premises above
conveyed, as of a good true perfect absolute
and indefeasible estate of inheritance in
law, in fee simple, and has good right full
power and lawful authority to grant, bar-
gain, sell and convey the same, in man-
ner and form aforesaid; and that the
same are free and clear from all for-
mer and other grants bargains sales liens
taxes apportionments and incumbrances of
what kind or nature soever, and the above
bargained premises in the quiet and peace-
able 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 party of the first part shall and will warrant and forever defend,

In Witness whereof, the said party of the first part hereunto set his Hand and seal the day and year first above written
Robert R Griffin (Seal)

Signed Sealed and
Delivered in presence of
John Pipell

State City and County of
New York

On the 13th Day of October 1858 before me personally came Robert R Griffin personally known to me to be the individual described in, and who executed the within instrument, and acknowledged that he executed the same,

It is executed & acknowledged in due form of law. Witness my Hand & official Seal

(Seal)

John Pipell
Notary Public & Commissioner of Deeds.

"State of Illinois }
Cook County } No 8.244
This Instrument was

Filed for Record on the 22^d Day of October
A.D. 1858 and duly recorded in Book
164 of Records at Page 157.

Wm S Church, Clerk of
Circuit Court and Ex-officio Recorder.

Copy of Deed from John S Buchanan & Wife
to Anson Bushnell and Lewis Bushnell.

This Indenture made this nineteenth day of
December in the Year of Our Lord one thousand
Eight hundred & fifty four, Between John S
Buchanan and Malen Ann his wife of Chicago County
Cook State of Illinois of the first part and Anson
Bushnell and Lewis Bushnell of the same place of
the second part Witnesseth, That the said party
of the first part for and in consideration of one thousand
four hundred and seventy Dollars in hand
paid by the said party of the second part, the re-
ceipt whereof is hereby acknowledged and the said
party of the second part forever released and
discharged herefrom, hath granted bargained sold
remised released aliened and confirmed and
by these presents doth grant bargain sell release
remise alien and confirm unto the said party of
the second part and to their heirs and assigns forever
all the following described lot pieces or parcels

lands situated in the County of Cook and State of Illinois and known and described as follows to wit Lots number Five (5) Six (6) and Eight (8) of the subdivision of Jane Storr late Jane Rattray administratrix of David Rattray Decedent of a certain tract of land in Section Eight (8) Township Thirty nine (39) North of Range Fourteen (14) East being the last described tract mentioned in an order of the County Court of Cook County made June 26th 1852 in the matter of the application of the said Jane Rattray to sell real estate of said David Rattray, 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 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 their heirs and assigns forever and the said John S Buchanan party of the first part for himself and his heirs executors and administrators doth covenant

grant bargain and agree to and with the said party of the second part their heirs and assigns that at the time of the executing and delivery of these presents he was well seized of the premises above conveyed as of a good tenement perfect absolute and indefeasible estate of inheritance in law in fee simple, and hath 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 sales liens taxes and assessments and incumbrances of what kind or nature previous to 1854 and the above bargained premises in the quiet and peaceable possession of the said party of the second part their heirs and assigns 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 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

John S Buchanan Seal
M A Buchanan Seal

State of Illinois
Cook County 3/2/54

J. W. Stewart a Notary Public

in said County in the State aforesaid, do hereby Certify
that John S Buchanan & M. A. his Wife who
are personally known to me as the real persons
whose names are subscribed to the above deed
appeared before me this day in person and
acknowledged that they executed and delivered the
said deed as their free and voluntary act for the
uses and purposes therein set forth, and the said
M. A. Buchanan wife of the said John S Buchanan
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 deed having
been by me made known and fully explained
to her, she acknowledges that she had freely and
voluntarily executed the same and re-
quired 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 nineteenth day of
December in the year of Our Lord one
thousand eight hundred and fifty four

W. W. Stewart

Notary Public

State of Missouri

County of Cook

Filed for Record Dec 9 1854
and Recorded in Book 85 of Records Page 314
L. R. Howard Clerk

Copy of Will from Amos Bushnell & Wife
and Lewis Bushnell & Wife to George
Cellaest,

This Indenture, made this twentieth day
of May in the year of Our Lord one thousand
eight hundred and fifty six Between Amos
Bushnell and Elizabeth his wife and Lewis
Bushnell and Marriett his wife of Chicago
County of Cook and State of Illinois of the first
part and George Cellaest 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 seven hundred and twenty dollars
in hand paid by the said party of the second
part the receipt whereof is hereby acknow-
ledged and the said party of the second part
forever released and discharged therefrom
Have granted bargained sold released, re-
leased, aliened and confirmed and by these
presents do grant bargain sell, release, re-
lease, alien, and confirm unto the said
party of the second part, and to his heirs and
assigns forever all of the following described
premises situate lying and being in the
County of Cook and State of Illinois and
Lot Number Eight of the subdivision
of Jane Ston late Jane Rattery administratrix

of David Rattery decedent of a certain tract
of land in Section Eight (8) Township
Thirty nine (39) North of Range fourteen
(14) East, being the last described tract
mentioned in an order of the County Court
of Cook County made June 26th 1852 in
the matter of the application of the said
Jane Rattery to sell real estate of said
David Rattery, Together with all and
singular the hereditaments and appurtenances
thereunto belonging or in anywise apper-
taining, and the reversion and reversions
remainders 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 and described with the
appurtenances unto the said party of the
second his heirs and assigns forever, and
the said Anne Bushnell and Lewis Bushnell
party of the first part for their heirs executors
and administrators doth covenant bargain
and agree to and with the said party of the
second part his heirs and assigns that at the
time of the conveying and delivery of the premises

the said Anson Bushnell and Lewis Bushnell
party of the first part was well seized of the
premises above conveyed as of a good sure per-
fect absolute and indefeasible estate of inher-
itance in the law in fee simple, and hath
good right full power and lawful au-
thority to grant bargain sell and convey
the same in manner and form aforesaid
and that the same are free and clear of all for-
mer and other grants bargains sales liens judg-
ments taxes assessments and encumbrances of
what kind or nature soever previous to 1855. 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 herewith set their hands and seals
the day and year first above written

Anson Bushnell Seal
Elizabeth Bushnell Seal
Lewis Bushnell Seal
Marnett A. Bushnell Seal

Subscribed and delivered
in presence of
H B Ruggen

State of Illinois
Cook County J.P.

J. H. B. Reger a Justice of
the Peace in and for said County in the State aforesaid,
do hereby Certify that Aaron Bushnell Eliza
beth Bushnell Lewis Bushnell & Hannet Bushnell
personally known to me as the same persons
whose Names are subscribed to the annexed deed
appeared before me this day in person and acknowledged
that they signed sealed and delivered the said
instrument in writing as their free and volun-
tary act for the uses and purposes therein set
forth. And the said Elizabeth Bush-
nell & Hannet Bushnell wives of the said
Aaron Bushnell and Lewis Bushnell having
been by me examined separate and apart and
out of hearing of their husbands and the con-
tent and meaning of the said instrument of writing
having been by me fully made known and ex-
plained to them acknowledged that they had freely
and voluntarily executed the same and relin-
quished their dower to the lands and tenements
therein mentioned without compulsion of their
said husbands and that they do not retract the same.
Given under my Hand and Seal this 1st day of
May A.D. 1856

J. H. B. Reger J.P. Seal

(See margin)

State of Illinois No 70832
Cook County J.P. John Goodspeed
May 14th 1856. Truly Acknowledged in Book
No 9 of Deeds Page 518. J. H. B. Reger J.P.

State of Illinois }
 County of Cook }
 City of Chicago }

Deposition of witness produced, sworn and examined by the seventh day of December A.D. 1860 at the City of Chicago, in a certain cause now pending in the Superior Court of the City of Chicago, wherein Walter Kimball and others ~~are~~ are complainants and William M. Stow and others are Defendants under an agreement of the Attorneys for the aforesaid Complainants and Defendants.

Elisha Bayley, aged about sixty years of the Town of Lake, in the County of Cook and State of Illinois, being produced, sworn and examined on the part of the Defendants deposes as follows.

Question 1st What is your age, name and residence?

Answer. My name is Elisha Bayley - my age is nearly sixty - My residence is the Town of Lake, County of Cook and State of Illinois

Question 2nd Are you the same Elisha Bayley who executed the Deed now shown to you marked "Exhibit A."?

Answer I am the very same

Question 3rd How much money did you receive at the same time that you executed the Deed, as nearly as you can state?

(3rd Interrogatory objected to by Complainant)

Answer I do not know I received the balance due whatever that was. It might have been Fifty Dollars, although the consideration mentioned in the Deed was Seven Hundred Dollars.

Question 4th. Was the contract marked "Exhibit B" the contract by which the lands described in it was sold by you?

(4th Interrogatory objected to by Complainant)

Question 4th withdrawn by Defendant's Attorney

Question 5th. Did William H Stow or his wife make a payment on said lands of One Hundred Dollars at your house on Lake Street, and if so about when was the payment made?

(Objected to by the Complainant)

Answer I can't tell. I don't know. But it is all paid. They owe me nothing. I suppose they have a receipt.

Question 6th. Who did pay you for said lands?

(Objected to by Complainant)

Answer The old gentleman Rattray and his wife Rattray who became Mrs. Stow. William H Stow may have paid something, I believe he did pay something.

Question 7th. Did David Rattray pay you any thing for said lands except for rent in his life time?

(Objected to by Complainant)

Answer He paid interest or rent, I forget which.

Question 8th. Did he make any other payments than those receipted on the Lease marked "Exhibit C"

(Objected to by Complainant)

Answer How am I to know? I don't believe he paid any principal. He might have paid some principal, I don't think he did.

Question 9th. What has become of a contract for the sale of the land given by you to David Rattray at the same time Burston conveyed to you?

(Objected to by the Complainant)

Answer I do not know what has become of it, neither do I know that

there was any contract.

Question 10th If there was any such contract, state whether or not it was cancelled and given up.

(Objected to by Complainant)

Answer It was given up but I am not sure whether it was cancelled or not. I do not remember.

Question 11th Was the contract marked "Exhibit B" the one under which you made the deed marked "Exhibit A"?

(Objected to by Complainant).

Answer. I do not know. I suppose it was.

Question 12th Do you know of any other contract under which the deed could have been made?

(Objected to by Complainant.)

Answer I am not aware of any.

(Drop Examination by Complainant)

^{drop} Question 13th What amount of money was paid to you (if any) by William H. Stow on account of the land in question?

Answer I can't tell. It was all paid by him and his wife and the old gentleman before he died.

^{drop} Question 14th Do you swear that William H. Stow ever paid you any money on account of said land?

Answer I believe he did

^{drop} Question 15th When did he pay it and how much did he pay?

Answer I don't know whenever how much. I believe he paid something

^{drop} Question 16th Who do you mean by Miss Rattray that paid?

Answer The daughter of Mr. David Rattray and the wife of William H. Stow

cross
Question 5th

Under what circumstances did Miss Rattray pay?

Answer

She paid with the intention of paying for the land and nothing else.

cross
Question 6th

How much did Miss Rattray pay you on account of this land?

Answer

I can't tell. I believe she paid some principal and rent or interest.

cross
Question 7th

How much did David Rattray pay you on account of this land?

Answer

I don't know whether he ever paid principal at all. He paid interest or rent. The papers will show.

cross
Question 8th

Do you swear that he never has paid principal?

Answer

I do not say that. If he ever did the papers show it. I don't believe he ever paid any. I don't remember.

cross
Question 9th

Why did he pay interest, and if so what was the interest on?

Answer

On the half acre and improvements on account of money loaned some twelve years ago.

cross
Question 10th

Did any other person pay you any money on account of this land?

Answer

I don't remember of any.

cross
Question 11th

Did Duxton ever pay you any money on account of this land?

Answer

I had a transaction with him but I don't remember that it had anything to do with this land.

cross
Question 12th

Do you remember of whom you purchased this land?

Answer

No further than the papers show.

cross
Question 13th

How much in all did David Rattray, Miss Rattray and Stewart pay you in purchase for the land in question, if anything?

Answer

They paid all that was due. I cannot tell how much.

cross
Question 14th

At what time did they pay you?

Answer I can't tell. It was after the death of the old gentleman
 Question 1st If there was anything paid to you by David Rattray, Mr Rattray or Storo. what was it rent, principal or interest?

Answer I should think it was all three. It was principal, and interest or rent.

Direct examination resumed by Defendant.

Question 1st Do you think the last payment to you was as much as Seventy Five Dollars?

(Objected to by complainant)

Answer I think it was. It was from fifty dollars to Seventy Five Dollars. I think it was Seventy Five Dollars, that was paid by Mr Storo and paid in full of all demands, principal, interest and rent.

Cross Examination resumed by complainant

Question 1st Was this a final settlement between you and the Rattrays?

Answer It was a full settlement between me and Mr Storo. I had nothing to do with Mr Rattray at that time. He had been dead six or seven years

Question 2nd Did you give a receipt for this money that was paid you last

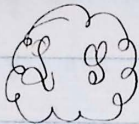
Answer. I suppose I did. It is very seldom a man pays money without getting a receipt

Question 3rd Was this money paid last principal, interest or rent?

Answer. I don't know. It may have been part of both.

Elisha Payley

State of Illinois
 County of Cook }
 City of Chicago } I hereby certify that the above named witness
 was duly qualified and examined at the time
 and place stated in the above caption and subscribed his
 deposition in my presence



J. Edwards Fay.
 Notary Public

Notary Fees \$4.00

Witness Fees \$1.50

\$5.50. Paid by Defendants.

Exhibit "A" Referred to in the foregoing deposition



This Indenture made this Twenty Seventh day of July in the
 year of our Lords one thousand Eight Hundred and Fifty three
 Between Elisha Bayley and Mary Ann Bayley, his wife of
 the City of Chicago, County of Cook and State of Illinois, party
 of the first part and the Heirs of David Rattray deceased, of
 the same place party of the second part. Witnesseth that
 the said party of the first part for and in consideration of
 Seven Hundred Dollars to him in hand paid by the said party
 of the second part, (the receipt where of is hereby acknowledged,
 and the said party of the second part forever released and
 discharged therefrom) hath remised, released, aliened, conveyed
 and confirmed, and by these presents do remise, release, alien
 convey and confirm unto the said party of the second part, and
 to his heirs and assigns forever. All the following described

piece or parcel of land lying and being in the City of Chicago, County of Cook and State of Illinois, to wit: That certain lot piece or parcel of ^{land} situated known and designated as half an acre of land from the South East corner of the $52\frac{90}{1000}$ acres set off to Henry Hubbard in partition among the owners of the South West quarter of Section Eight (8) in Township Thirty Nine (39) North of Range Fourteen (14) East; bounded and described as follows, to wit: - Beginning at a stake standing about the centre of Randolph Street and at the South East corner of said $52\frac{90}{1000}$ acres set off to Henry Hubbard as aforesaid, and running thence North three chains and forty four $\frac{1}{2}$ links, thence West one chain and forty seven links thence South three chains and forty four $\frac{1}{2}$ links, and thence East one chain and forty seven links to the place of beginning, reserving therefrom forty feet in width from the South side of said premises for a highway. Together with all and singular the hereditaments and appurtenances therunto 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 demands 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 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 himself & his heirs, executor and administrators doth

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 enrolling and delivery of these presents, he is 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 hath 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 of all former and other grants, bargains, sales, liens judgments 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 or persons, lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend against his own acts and none other.

In Witness Whereof the said party of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in
presence of }

Elisha Bayley 
Mary Ann Bayley 

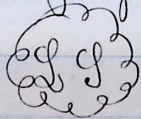
State of Illinois

Book County of

West Chicago

^{ss} J. William H. Davis, Notary Public, in and for said County in the State aforesaid, do hereby certify that Elisha Bayley and Mary Ann Bayley personally known to me as the same persons whose names are subscribed to the above Warranty Deed, appeared before me this day

17
in person and acknowledged that they signed, sealed and delivered the said Warranty Deed as their free and voluntary act, for the uses and purposes therein set forth. And the said Mary Ann Bayley wife of the said Elisha Bayley having been by me examined separate and apart, and out of the hearing of her husband and the contents and meaning of said Warranty Deed, 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 compulsion of her said husband, and that she does not wish to retract the same. Given under my hand and notarial seal this Twenty eighth day of July A.D. 1853



W. H. Davis

Notary Public

No 44.097 State of Illinois Filed for record August 3rd 1853 and
County of Cook & recorded in Book 66 of Deeds page 53.
L. H. Hoards C. C. K.

Exhibit "B" referred to in the foregoing deposition

Know all Men by these Presents That Elisha Bayley of the City of Chicago, of the County of Cook and State of Illinois am held and firmly bound unto Jane Rattray of the City of Chicago of the County of Cook and State of Illinois in the penal sum of One Thousand dollars to be paid unto the said Jane Rattray her heirs, executors, administrators or assigns, to which payment, well and truly to be made, I bind myself my heirs, executors and

administrators, and every of them, firmly by these presents.
 Sealed with my seal this seventh day of April A.D. 1857.

The condition of the above obligation is such. That whereas the above bounden Elisha Dayley hath this day sold to the said Jane Pattray in trust for the minor heirs and herself in equal portions of David Pattray deceased, late of Chicago aforesaid. heirs and assigns, for the sum of Five hundred and fifty dollars, all the following described, lot or parcel of lands, to wit:— that certain lot, piece or parcel of land, lying and being in the city of Chicago, County of Cook and State of Illinois an being an half acre from the South East corner of the 52⁹⁰/₁₀₀ acres set off to Henry Hubbard in partition among the owners of the South West quarter of Section Eight (8) in Township Thirty nine (39) North of Range Fourteen, East of the Third principal meridian, bounded and described as follows to wit: beginning at a stake standing about the centre of Randolph street and at the South East corner of said 52⁹⁰/₁₀₀ acres set off to Henry Hubbard as aforesaid and running thence North three chains and forty four and ¹/₂ links thence West one chain and forty seven links, thence South, three chains and forty four and ¹/₂ links and thence East one chain and forty seven links to the place of beginning, reserving therefrom forty feet in width from the South side of said premises for a highway together with all the buildings and improvements thereon standing and being


Said sum payable as follows: to wit Two hundred dollars in hand paid. the receipt whereof is hereby acknowledged and

the remainder in six months from date, and a further consideration of six dollars per month as rent for the use of said premises to paid at the last payment to become due on this agreement. Upon ^{the} payment of the said sum being made, at the time and in the manner aforesaid, the said Elisha Bayley his heirs, executors and assigns, covenant and agree to and with the said James Rattray as trustee as aforesaid ~~and~~ her heirs, executors, administrators and assigns to execute a good and sufficient Deed of Conveyance in fee simple, free from all encumbrances, with full and proper Covenants of Warranty, against his own acts and no other for the above described premises. Now, if the said Elisha Bayley, his heirs, executors or administrators shall well and truly keep, observe and perform this said covenants and agreements herein contained on his part then this obligation is to be void, other wise to remain in full force and virtue.

Signed, Sealed and Delivered

in presence of

The words "against his own acts and no other" inserted between fifth and sixth lines from the bottom before execution
of J. W. Waughop

Elisha Bayley 

J. James Rattray do hereby agree with the within named Elisha Bayley, that I will pay to the said Elisha Bayley in addition to the within named consideration all taxes and assessments that may be paid by him previous to the making of the deed as mentioned herein provided he does not charge for such taxes or assessments, more than the bare amount of the assessments with

interest, which ^{said} agreement I agree to refund with interest before I will claim a deed of the within described premises Given under my hands and seal this first day of May 1851

In presence of

John W. Kaughop }

Jane Rattray 

Received of J. W. Kaughop for Jane R. Stow, late Jane Rattray Two hundred dollars to apply on the within consideration, and I do hereby extend the payment of the balance of said consideration, four months from this date on the same terms and conditions as to taxes, but the rent from this date is to be at the rate of four (4) dollars per month
Dec. 11th 1851.

Elisha Bayley.

Exhibit "C." mentioned in the foregoing deposition

This Indenture made this second day of August in the year of our Lords, one thousand Eight hundred and forty eight. Between Elisha Bayley of the City of Chicago of the first part and David Rattray of the same place of the second part. 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 those premises situate, lying and being in the City of Chicago, in the County of Cook and State of Illinois known and

14)
described as follows, to wit:

All those certain premises situate, lying and being in the City of Chicago, containing half an acre of Land, together with the buildings and erections thereon standing and being said premises being more particularly described in a Deed of this date on file in the Office of Records of Cook County from one Volney J. Burton to the party of the first part. 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 second day of August in the year of our Lord one thousand eight hundred and forty eight for and during, and until the full end and term of Two years from this date. 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 to the said party of the first part, as rent for said demised premises the sum of Eighty Dollars per annum payable in quarterly payments of Twenty Dollars at the ends of each and every quarter from this date. And also that he will pay or cause to be paid, all taxes and assessments, ordinary and extraordinary, that may be laid charged or assessed, on said demised premises, and appurtenances thereto belonging, 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 apointments, 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 the said party of the first part, shall be deemed and taken, and are hereby declared 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 herein after provided for the collection of other rents to grow due hereon.

And the said party of the second part further covenants with 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, or ordinary wear excepted.

It is further agreed, by said party of the second part, that neither he nor his legal representatives, will assign this lease without the written assent of said party of the first part, first had and obtained thereto.



It is expressly understood and agreed, by and between the parties aforesaid, 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 herein contained, to be kept by said party of the second part, his executors, administrators or assigns, it shall and may be lawful for the said

party of the first part, his heirs, executors, administrators, agents, attorney or assigns, at his election to declare said term ended, and into the said demise premises, or any part thereof, either with or without process of law, to re-enter; and the said party of the second part, or 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 re-possess 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 the said party of the second part, whether the same be exempt from execution and distress by law, or not, and the said party of the second part, in that case, hereby waives 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 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 heretofore 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 and assigns, do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably, to said party of the first part - heirs, executors, administrators, and assigns, immediately upon

the determination of said terms as aforesaid, and if he shall remain in possession of the same Ten days after notice of such default, or after the termination of this lease, in any of the ways above named, he shall be deemed guilty of a forcible detainer of said premises, under the statute, and shall be subject to all the conditions and provisions above named, and to eviction, and removal, forcibly or otherwise, with or without process of law, as above stated

It is expressly understood and agreed that whereas the Party of the first part has this day agreed to sell the above premises to the Party of the second part, payable in one and two years from this date, for the sum of four hundred dollars, now if at the expiration of one year from ^{this} date the said Party of the second part do pay the sum of Two hundred dollars, then these presents are upon this express understanding, that the rent of the said premises, are to be forty dollars per annum payable as herein expressed

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

Elisha Bayley 
David Rattray 

Witness
Wm Greenwood }

Received of D. Rattray twenty dollars, being one quarters rent this 27 of Oct: 1848.

Elisha Bayley

Received from Mr Rattray twenty dollars being the second

19)
quarters rent due the records of February 1849

Elisha Bayley.

Rec^d on the within \$ 20 twenty dollars this 15th day of
May 1849. for rent.

Elisha Bayley.

Received from Mr Ratery seventeen dollars and 50 cents
on acct of one quarters rent due. August the records 1849

E Bayley.

The foregoing deposition and Exhibits. A. B. & C. filed in
the office of the clerk of this court Febry 5th 1861.

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

Deposition of witness produced, sworn and
examined by me the twentieth day of December
A.D. 1860 at my office, in said City of Chicago, in a certain cause
now pending in the Superior Court of Chicago, wherein Walter
Kimball and others are complainants and William H. Stow. and
others are Defendants, said examination, being had by agree-
ment of the Attorneys for the complainants and Defendants res-
pectively

Mary Ann Bayley aged forty years or thereabouts, of the
Town of Lake, in the County of Cook and State of Illinois, being
produced, sworn and examined on the part of the Defendants

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depositions as follows:

Direct examination by Defendants

Question 1st What is your name, age and place of residence?

Answer. Mary Ann Bayley is my name. My age is forty years. My place of residence is the Town of Lake, in the County of Cook and State of Illinois.

Question 2nd How long have you resided in the Town of Lake, and where did you reside immediately previous to removing to the town of Lake?

Answer I have resided in the Town of Lake about six years. Before that time I lived in Chicago about six years.

Question 3rd Are you married, and if so to whom?

Answer I am married to Mrs. Lelisha Bayley.

Question 4th Were you acquainted with David Rattray, now deceased, in his life time?

Answer I was.

Question 5th Did you ever know anything of the existence of any contract between your husband and James Rattray for the sale of real estate in the city of Chicago?

(Objected to by Complainant)

Answer I did.

Question 6th Did you or not ever receive from William A. Stow or any other person any sum of money as a payment to your husband upon said contract above referred to and if you answer yes from whom did you receive it - what amount did you so receive, at what time did you receive it, and what

did you do with the money?

(Objected to by complainants.)

Answer: I received from the person who was Miss Jane Ratbray (I cannot say whether she was married at the time or not) a sum of money, but I cannot say how much. Of course I considered the money received as a payment to Mr Bayley upon the property. The time I received it was before I left Chicago to go to the Town of Lake. I cannot say what I did with the money - suppose I gave it to Mr. Bayley. I accounted to him for it.

Question 7th What property do you refer to?

(Objected to by complainants.)

Answer Property on Randolph Street, situated on the North side of the Street, and above the old National Hotel.

Question 8th What is your best recollection in regards to the amount of money so received by you? Fix the sum as near as you can.

(Objected to by complainants.)

Answer. I cannot say the precise sum without something to aid my recollection. I cannot state the amount.

Question 9th Was it not as much as one hundred dollars?

(Objected to by complainants.)

Answer: I could not say.

Question 10th Cannot you state whether it was as much as Seventy Five Dollars

(Objected to by complainants.)

Answer. I cannot. I cannot state the sum.

Question 11th State to the best of your recollection the year in which this money was so paid to you

(Objected to by complainants.)

Answer. I cannot state the year. It was after Miss Rattray's father died
Question 12th Look at this paper marked "Exhibit A". Hereto annexed and state if you have ever seen it before, and if you know what it is. If so state what you know of it?

Objected to by complainants.

Answer. I don't know any thing about it.

Question 13th Examine the description of lands in "Exhibit A" and state whether or not it is the land above referred to by you in this deposition?

Objected to by complainants.

Answer It is. The property on Randolph street.

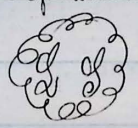
Cross Examination by Complainants

Cross Question 1st Did you give a receipt for the money that was paid to you above referred to describing what it was for and what it was on?

Answer. I did. I always give a receipt when I take money. The receipt did not describe what it was for.

Mary Ann Bayley.

State of Illinois }
County of Cook } ss I hereby certify that the above witness was
City of Chicago } duly qualified and examined at the time and place stated in the above caption and subscribed her deposition in my presence



J. Edwards Gray
Notary Public

Witness Fees \$1.50
Notary Fees \$4.00 = \$5.50 Paid by Deft.

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"Exhibit A" referred to in the foregoing deposition

Know all Men by these Presents, That I Elisha Bayley of the City of Chicago, of the County of Cook and State of Illinois am held and firmly bound unto Jane Ratray of the City of Chicago, of the County of Cook and State of Illinois, in the special sum of One Thousand Dollars to be paid unto the said Jane Ratray her heirs, executors, administrators or assigns, to which payment, well and truly to be made I bind myself my heirs, executors and administrators, and every of them, firmly by these presents,

Sealed with my seal this seventh day of April A.D. 1857.

The condition of the above obligation is, such, That whereas the above bounden Elisha Bayley hath this day sold to the said Jane Ratray in Trust for the minor heirs and herself, in equal portions of David Ratray, deceased, late of Chicago aforesaid & their heirs and assigns for the sum of Five Hundred & Fifty dollars all the following described lot or parcels of land to wit: that certain lot, piece or parcel of land lying and being in the City of Chicago, County of Cook and State of Illinois, and being an half acre from the South East corner of the 52^{1/2}⁰⁰ acres set off to Henry Hubbard in partition among the owners of the South West quarter of Section Eight (8) in Township Thirty Nine (39) North of Range fourteen East of the third principal meridian bounded and described as follows, to wit: beginning at a stake standing about the centre of Randolphs Street, and at the South East corner of said 52^{1/2}⁰⁰ acres set off to Henry

Hubbards as aforesaid and running thence North three chains and forty four and $\frac{1}{2}$ links, thence West one chain and forty seven links, thence South three chains and forty four and $\frac{1}{2}$ links thence East one chain and forty seven links to the place of beginning, reserving therefrom forty feet in width from the South side of said premises for a highway, together with all the buildings and improvements thereon standing and being,

Said sum payable as follows, to wit Two hundred dollars in hand paid the receipt whereof is hereby acknowledged, and the remainder in six months from date and a further consideration of six dollars per month as rent for the use of said premises to be paid at the last payment to become due on this agreement

Upon the payment of the said sum being made, at the time and in the manner aforesaid the said Elisha Bayley his heirs, executors and assigns covenant and agree to and with the said Jane Rattey, as Trustee as aforesaid and her heirs executors, administrators and assigns to execute a good and sufficient Deed of Conveyance in fee simple, free from all incumbrances, with full and proper covenants of Warranty against his own acts and no other, for the above described premises

Now if the said Elisha Bayley, his heirs executors or administrators shall well and truly keep, observe and perform his said covenants and agreements herein contained on his part, then this obligation is to be void, otherwise to remain in full force and virtue

Signed Sealed and Delivered in presence of
The words "against his own acts
and no other" inserted between fifth
and sixth lines from the bottom before
execution

J. W. Naugbors.

Names torn out.

Principal meridian, the said part described as follows:-
 Commencing at a stake about the centre of Randolph Street
 and at the South East corner of said Lot three set off
 to Henry Hubbards and running thence North three chains
 and forty four $\frac{1}{2}$ links, thence West one chain and forty seven
 links, thence South three chains forty four $\frac{1}{2}$ links and thence
 East one chain & forty seven links to the place of beginning,
 reserving therefrom forty feet in width from the South side
 and which was inherited by them from David Rattray
 deceased, or obtained by conveyance from the other heirs of
 David Rattray, and that a like deed be made to
 George Gillcott conveying Lot eight (8) of said subdivision
 of said premises, and a like deed be made to Lewis
 Bushnell and Anson Bushnell conveying Lots five & six
 (5 & 6) of said subdivision, and that said deeds be made
 within ninety days from the last day of this term, which
 deeds shall be effectual to bar all claims of the defendants
 in & to the said premises, and all persons claiming by
 through or under them.

And it is further ordered and decreed that the defendants be
 and are hereby perpetually enjoined from suing out writs
 of possession upon the judgment at law described in the bill
 or in anywise disturbing the complainants or those claiming under
 them in the quiet enjoyment and possession of the premises.

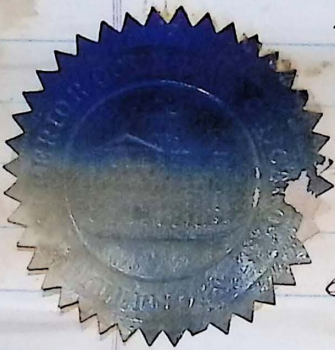
And it is further ordered & decreed that the defendants
 pay the costs.

State of Illinois
County of Cook

I Walter Kimball Clerk
of the Superior Court of Chicago in and for
said County. do hereby Certify, the above
and foregoing to be a true and correct
Transcript of all the papers on file in
my Office and all the Orders & Decrees
made and entered of Record in the case
wherein Walter Kimball and others are
Complainants and William H. Stow
is also defendant.

In testimony whereof I hereunto
set my hand and the seal of
said Court at Chicago in
said County this 15th day of
April A.D. 1861

Walter Kimball Clerk



State of Illinois 2^d Division
Supreme Court April Term 1864
Hannah Rathay sal 2
vs
Walter Kimball sal 3
Error to Superior Court of Chicago

And the said Hannah Rathay, Marian Rathay, Eusebia Rathay by their Guardian William A. Stow, Adeline J. Buxton by her Guardian Volney J. Buxton, Jane Stow, William A. Stow, Ellen Buxton and Volney J. Buxton, come by their attorneys and say ^{jointly & separately} there is manifest error had to intervene in the proceedings whereof the foregoing is a record to their injury & to the injury of each of them, and they together ~~separately~~ assign the following errors, to-wit:

1. The Court below erred in rendering the final decree against the Plaintiffs in error or any of them upon the hearing
2. The Court below erred in not dismissing the Bill upon the hearing. Therefore they pray judgment of W. C. Gandy & ~~W. C. Gandy~~ for costs in error

And the said Defts in Error
by their attorney say there is
no such error & that they pray
may be enquired of &c

Geo. Herbert

Solr. for Defts in error.

It is stipulated by the parties in
the above entitled case that the only
oral evidence offered on the hearing
of the cause in the Court below
was to sustain the facts found
by the Court as written on the margin
of page 102, and that the other evi-
dence set forth in the record was
all offered on the hearing & no
more.

May 2, 1861

W. C. Gandy

Atty for plffs in Error

G. Herbert

Solr. for Defts.

283 154

Walter Kimball vals

vs

Jane Stow vals

Filed April 18, 1861

L. Leonard
Clerk

Transcript \$ 20.⁰⁰/₁₀₀

Records \$ 12.⁰⁰/₁₀₀

32.⁰⁰/₁₀₀

Paid
W Kimball clerk

+

In the Supreme Court of Judicature
of the State of Illinois

The Third Grand Division

Jane Stary

William H. Stary

and others ~~appellants~~
Plaintiffs in error
vs

Walter Kimball

and others ~~appellants~~
Defendants in error

At Ottawa

To the Honorable
the Justices of the Supreme Court

In obedience to an order of this
court made on the hearing of the above
cause at April Term A.D. 1861
whereby the decree of the Superior Court
of Chicago which was ~~affirmed~~ ^{removed to the said Supreme Court by writ of error}
was by the consideration & judgment
of said Supreme Court in all things
affirmed and by which order of affirm-
ance it was also ordered that the
undersigned the master in Chancery
in the decree of the Superior Court
aforesaid mentioned execute the deeds
as therein mentioned before the (then)
next term of said Supreme Court to
be held in the Third Grand Division
and that he reports his doings herein

at the Said next term of Said Supreme
Courts:

I Nriam P. Mather the Master
in Chancery now above mentioned do hereby
respectfully certify and report that
in obedience to the Said order of the Said
Supreme Courts on the 5th day of Feb-
ruary A.D. 1862 being furnished
with a copy of the original Decree of
the Said Superior Courts affirmed
as aforesaid and a note of the order of
Said Supreme Courts signed by S.
Leland Esq. the Clerk of Ottawa of
Said Supreme Courts I proceeded to
execute acknowledge and deliver
three Several Deeds in fee as required
by the aforesaid Decree of Said Superior
Courts now affirmed as aforesaid
acting therein as Master in Chancery
of Said Superior Courts and adopting
the forms of conveyance usual in such
Cases

The following I certify to be
a more particular note of each of said
Three Deeds in fee

First

The first of said Deeds was by me as
Such Master in Chancery To

the complainant in the original Decree
Walter Kimball conveying to him
his heirs & assigns forever in fee
All the right Title and Interest
of the defendants in the same decree
i.e. Hannah Rattray Marion Rattray
Emmetta Rattray & Achua J. Proctor
in & to Lot Seven (7) of same Stows
subdivision of a part of Lot three (3.)
of the South West quarter of Section
Eight (8) in Township Thirty Nine
North of Range fourteen East of
of the 3^d principal Meridian
the said part described as follows
commencing at a stake about the centre
of Randolph Street and at the South
East corner of Lot Three set off to
Harry Whibond and running thence
North Three Chains & forty four $\frac{1}{2}$ links
Thence West one chain and forty seven links
Thence South Three chains forty four $\frac{1}{2}$ links
and thence East one chain and forty seven
links to the place of Beginning recovering
therefrom forty feet in width from the
South side and which was inherited
by them from David Rattray deceased
and obtained by conveyance from the
other heirs of David Rattray

Second

The second of said deeds was by me as such master in chancery being in all respects a like deed with that first above named & made to George Ellacott one of the complainants in said original decree now affirmed conveying to him the said George Ellacott & to his heirs & assigns forever in fee all the right title and interests of the same from before named defendants in the original decree aforesaid of in & to Lots Eight (8.) of the same subdivision of the same premises mentioned in the proceeding deed

Third

The Third of said deeds was by me as such master in chancery being in all respects a like deed with two first above named & made to Lewis Bushnell and Anson Bushnell two of the complainants in the said original decree now affirmed conveying to them Lewis Bushnell and Anson Bushnell their heirs and assigns forever in fee all the right title and interests of the same from before named defendants in the original decree aforesaid of in and to Lots five and six (5 & 6) of the same

subdivision of the same premises mentioned in the preceding deeds

Said Three several deeds were acknowledged by me as such master in due form on the 7th day of February A.D. 1862 before a notary public of the City of Chicago & his certificate of such acknowledgement under his hand & notarial seal is endorsed upon & accompanies each of said deeds.

~~And the same were therewith~~
~~deeds & accompany this report~~
~~by me delivered to each of said several~~
~~parties entitled to the same by the terms~~
~~of said decree being respectively the~~
~~party or parties of the several parts named~~
~~in said decree as grantee or grantees~~
~~of the same as shown by said deeds~~

I certify that I understand the decree of said Superior Court & that the clause indicating the nature of the title of the 4 dependent parts named as grantee or grantees of the same as shown by said deeds is the same as words of description & not as words of limitation. My fees therefore paid by each party respectively I certify as follows:

Three deeds \$ 5. each \$ 15.00
For this Report 6.00
In all \$ 21.00

All which is respectfully Submitted
Dated at Chicago
February 7. 1862
William Patterson
Master in Chancery
of the Superior Court
of Chicago

75
Supreme Courts
of Illinois

Imo Stow, Wm. H. Stow
Dal

vs

Walter Kimball
and others

Master Reports

of 14480

3 Leeder Executors

300

Depts
Geo Herbert Appellay
Sol

Filed May 7. 1862
L. Veland
Clerk.