No. 12291

Supreme Court of Illinois

Kilbreth, et al.

vs.

Zollansbe.

71641

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

1 Pleas before the Honorable John D.
Wilson Judge of the Cook County Court of
Common Pleas within and for the County of
Cook and State of Illinois at a Session Term
of the Cook County Court of Common Pleas
begun and holden at the Court House in the
City of Chicago in said County and State on
the first Monday being the Second day of
January in the Year of Our Lord One Thou-
sand Eight Hundred and fifty Six and of the
Independence of the United States the
eightieth

Present, The Hon John D Wilson Judge
James Gardner Sheriff
Attest Walter Kimball Clerk

Be it Remembered that heretofore to wit
on the Seventeenth Day of February A D
Eighteen Hundred & fifty four came Daniel Le-
Lenth and Barney McCamp Complainants
by Goodrich & Bonfield their Solicitors filed
in the Office of the Clerk of the Cook County

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Court of Common Pleas Bond for Cost
and Copy of Bill of Complaint against
Charles Gallaudet Defendant in Chancery
which said bond for cost is in words & figures

2 as follows to wit

Cook County Court of Com Pleas.
James P. Kilbreth &
Harvey DeCamp.
vs
Charles Gallaudet } In Chancery

I do hereby enter myself security for Costs in this Cause & acknowledge myself bound to pay or cause to be paid all Costs which may accrue in this action either to the opposite party or to any of the officers of this Court in pursuance of the laws of this State. Dated this 17th day of February 1854.

Grant Goodrich

And which said Bill of Complaint so filed as aforesaid by the said Complainants is in words and figures as follows, to wit With the exhibits thereto attached, Marked "Exhibit A. B. C. D. E. F. G. H. & I. —

3

State of Illinois }
Cook County } ss:

To the Honorable the Judge
of the Cook County Court of
Common Pleas in Chancery
Sitting —"—

Humbly
complaining show unto your Honor your Orators
James F. Gilbreth & Harvey De Camp of the
City of Cincinatti in the State of Ohio that
your Orators were copartners with one William
Sexton then of the same place & being desirous
of investing some money in real Estate in the
City of Chicago in the County aforesaid — the
said William Sexton on behalf of himself
and his said copartners. your Orators, about
the latter part of Summer of 1848 visited
Chicago with a view to such investment;
but he and his said copartners being ignorant
of the value of real Estate in and about Chicago
he made the acquaintance of Charles Follansbee
a resident of said City of Chicago; and who,

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as he understood. was well acquainted with
the value of real estate in & about Chicago.
4 & sought information from him in regard to
such investment. and he had some conversation
with him in regard to the purchase of one
Green of six acres on Madison Street in said
City of Chicago in the North West Quarter
of section Eighteen. in Township thirty nine
north of Range fourteen east of the third
principal Meridian: but returned to
Cincinnatti. without concluding the purchase
of the same: and afterwards & in the month
of September in the year aforesaid. said Person
on behalf of himself and your Orators wrote
to said Follansbee among other things.
requesting him to buy for him. said Person
and your Orators said land of Green and
suggesting the manner in which the funds
therefor were to be provided: and requesting
an account of his expenses & commissions
therefor to be forwarded to him. and promis-
sing to remit the same to said Follansbee:
And also making enquiry of said Follansbee
how the sale went off (meaning the sale of
lands by the Trustees of the Illinois & Mich-
igan Canal in & near Chicago in Septem
ber 1848) & how much land on Madison Street
sold for West of the School Section and

whether any land could be purchased there at a bargain; to which said letter said Fallansbee shortly after replied & amongst other things in substance stated that he had called upon said Green & contracted with him for five acres of land (being a part of said six acres) & had got a deed for the same & that the payment could be made therefor as mentioned in his said Persons letter to him: said Fallansbee, and directing said Person to forward to him three hundred and seventy five dollars the amount necessary to make the first payment thereon; being one half of $ 750 - the price of said five acres - and he in substance further stated to said Person in said letter that the canal sales went off very spirited - some one hundred per cent above the appraisement - that all property sold; that land sold from one hundred to three hundred Dollars meaning per acre on Madison Street some ways out West; that he thought 5 or 10 acres this side (meaning the centre of Chicago meaning) the 5 acres of Green's half mile this side might be got for $ 150 - per acre meaning - "

5.

And your Orator further represent that on receipt of said letter from said Fallansbee said Person on behalf of himself and your

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Orators. on or about the 20th of October 1848
relying upon the representations. knowledge
& fidelity of said Fallansbe. replied to
"A" said letter of said Fallansbe. and amongst
other things stated that he and your Orators
b were satisfied with said purchase and en-
closed to him a draft on New York City for
$375. and directed a deed of said land
to be made to himself and your orators;
and said Person refered to said declaration
of said Fallansbee that he could purchase
five or ten acres this side (nearer the center of
Chicago meaning) the Green tract for $150
per acre & requested he would see what it
could be got for & to describe it &c= And
your Orators further represents that on or about
the seventh of November 1848. said Fallansbe
again wrote to said Person and Stated in substance
among other things that he had received
B said draft for $375. with instructions to buy
Greens five acres; but that he had found a
difficulty in the title & had dropped it & further
that he had got a writing from a man
for the refusal of ten acres until he could get
an answer from said Person; that it lay
high & beautiful. much higher than Greens
40 rods above Greens. on the opposite side
fronting south on Madison Street; that a

number
of buildings were going up near it & that he
wished to buy in company: that he could buy it
for $150 per acre & pay $500 in property which he
had & the balance one fourth down & one fourth
in one two & three years with interest at six per
cent & if they did not wish a partner he would
make the bargain for your Orators and secure
pay in the same proportion that the title
was good & come from the State &c &c—
That he would hold on & wait further instruc-
tions & that every thing should be done acc-
ording to his (Persons) mind —

And your Orators aver that afterw-
ards, and about the twenty first of November
1848. after the receipt of said letter, said Person
on his own behalf and that of your Orators
replied to said letter & among other things
stated to said Holcombee that the purchase
of the Ten acres, as described by him, suited
your Orators & him said Person & that he might
have the deed made out as before directed
in said Persons last letter (that is to your Orators
& said Person) and that the Money already
sent would meet the cash payment required
& further stating that if he said Holcombe
would inform your Orators how he wished the
Notes drawn for the balance & to whom
payable, they would remit them to him

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& close up the matter & requested said Fallambe to make a memorandum of costs, expenses &c & they would close them up by remittance

8

And your Orators further shew that afterwards about the 8th of December 1848 said Fallambe replied to said letter last mentioned & among other things in substance stated that he had bought the ten acres of land mentioned in his last letter of November 7th on the same terms therein mentioned had got a bond from the purchaser (at the Canal Sale meaning) for a deed when the balance of the several payments were due and paid - which would be the first of September 1849. 1850 & 1851. with six per cent interest that he would send said Person & your Orators a bond duly acknowledged & recorded & guarantee a good deed; that he should wait your Orators instructions -

"D"

Admits Deft told them he had taken bond

The four last of which letters aforesaid are referred to for greater particularity & made a part of this your Orators bill of complaint & copies of which are hereto annexed, marked severally exhibits A. B. C & D -

And your orators aver that the said Fallambe agreed to purchase as aforesaid said ten acres of land & did purchase the same for the benefit & as the agent and

9.

trustee of your Orators & said Person & on their behalf as by reference to said letter will more fully appear — and that said ten acres was & is Block fifty seven of the canal trustees subdivision of section seven in Township thirty nine north of Range seventeen east of the third principal Meridian: and made the first payment on the same as directed by your Orators and said Person out of and with the said three Hundred & seventy five dollars in his hands as aforesaid; & as they have since learned claims to have made & advanced on the same for your Orators & as payment on said land what said Fallandsbe claims & avers to have been of the value of five Hundred dollars in & by the conveyance to one William R Thompson of eighty acres of land in the County of McHenry as hereinafter stated & more particularly set forth — and your Orators suppose that he had purchased the same in their and said Persons Name as he was directed to do. untill by subsequent letters & the receipt of a copy of a Bond from him thereof they were led to infer that said purchase had been made in the Name of said Fallandsbe and that he had made to them a bond

[12391-5]

thereof. but how or of whom he had made said purchase they were not advised; a copy of which said bond is herewith filed & marked "Exhibits E" & to which reference is had for greater certainty & which is made a part of this your Orators bill of complaint:

10

And your Orators aver that the original of said Bond given was received by them or any copy thereof until about the 20th day of May 1849. and your Orators aver that said copy of said bond at that time received by them and of which said "Exhibit E" is a copy bore date January 7th 1848 which date was an error and should have been January 7th 1849 —"—

And your Orators aver that they entrusted the purchase of said land entirely to said Dallam as their agent and that as their agent. and for their use and benefit he did so purchase said land & apply towards the payment thereof the said sum of Three hundred & seventy five Dollars of your Orators & said Perms Money then in his hands for that purpose and so directed by them to be applied. and being one fourth part of the price at which said Dallam had purchased said land for your orators

and said Jesse: and that your orators have been informed and believe that at or about the time of said purchase he did convey to said Thompson
11 eighty acres of land in the County of McHenry as an advance for your Orators, on and towards the payment for said Block or lot of land: and which he intimated in his said letter of November 7th 1848 he would make for them & receive pay from them therefor as therein stated — And they supposed and your Orators are the fact so to be. that he held whatever interest or title he had in said land in trust for them and as security for such advances as he had made and might thereafter make for them on account thereof & that said bond was a mere declaration of his said trust & security for such advances so made & which might thereafter be made by said Fallansbee on said land for them. in connection with his agency & the circumstances aforesaid they never having intended or supposed they were purchasing said land of said Fallansbee personally as he said Fallansbee had never pretended that he was the owner of said Block or had any interest therein: but on the contrary said Fallansbee had offered

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to become jointly interested with your Orators and said Reeson in the purchase of the same and said Reeson in behalf of your Orators and himself had by letter expressly declined said offer of said Hallansbee & directed him to purchase said Block for your Orators said Reeson and said Hallansbee did not at the time of making said purchase pretend or profess to become himself their agent for the purchase and also vendor of the same piece of land: and your Orators aver that any such design & pretence of said Hallansbee in the purchase of said land & the procuring of said contract & title which he may have set up since said purchase was contrary to the instructions of your Orators & said Reeson, and the agreement and representations of said Hallansbee and a fraud upon your Orators and said Reeson, and gives no validity thereto, and that everything done in pursuance of such design or pretence was and is wholly invalid—11—

12

And your Orators show that shortly before the first of September 1849 they received a letter from said Hallansbee advising them that a payment would be due by the terms

of said Bond on the first day of September then next, and directing a draft to be sent to him in New York City —

And your Orators say that as said Fallansbee had not informed them from whom or how a title to said land was to be procured they were concerned about the same & they resolved to send one of their number to Chicago to carry said money and examine into the Matter; and having been advised by letter from said Fallansbee that he would be in New York on the first of September they delayed starting for Chicago until they supposed said Fallansbee had had time to return to that place — When your Orator James Kilbreth on or about the 15th of September aforesaid started for Chicago with the money necessary to make said payment and arrived in Chicago shortly after the same was payable by the terms of said Bond —

And your Orators aver that upon the arrival of said James S. Kilbreth in Chicago he was given to understand that said Fallansbee had bargained with some person for said land for the sum of one thousand dollars & called upon said Fallansbee who informed your Orator that he had purchased a

contract for said land of one David Rattry
and had paid him therefor five hundred
14 Dollars in a piece of land in McHenry county
in the State of Illinois as by his said letter
he had advised your orator and said Person
he could do, and that said Rattry was then
deceased; but stated he could get a title for
said land, but from whom he did not inform
him; and your Orator was unable to learn
the description of said McHenry land or the
real cash value thereof; and your Orator avers
that he employed James H Rees of Chicago
who was skilled in such matters to search
the records of the Recorders office of Cook County
and who coud find in said records no title
or contract for a title in or with said Dallam
else for said Block or lot of land; but your
Orator avers that said Kilbreth as contained
that one Sarah Bulkley purchased said land
at the sale thereof by the Trustees of the
Illinois & Michigan Canal in September
A.D. 1848 for the sum of six hundred Dollars
and that at a sale of Canal lands in Mary
proceeding by said Canal Trustees many
lands in the same vicinity and of equal
or greater value sold at the appraisal, and
others at a small advance in such appraisal

of said Bond on the first day of September then next, and directing a draft to be sent to him in New York City —

And your Orators say that as said Fallansbe had not informed them from whom or how a title to said land was to be procured they were concerned about the same & they resolved to send one of their number to Chicago to carry said money and examine into the matter; and having been advised by letter from said Fallansbe that he would be in New York on the first of September they delayed starting for Chicago until they supposed said Fallansbe had had time to return to that place — When your Orator James Kilbreth on or about the 15th of September aforesaid started for Chicago with the money necessary to make said payment and arrived in Chicago shortly after the same was payable by the terms of said Bond —

And your Orators aver that upon the arrival of said James P. Kilbreth in Chicago he was given to understand that said Fallansbe had bargained with some person for said land for the sum of one thousand dollars & called upon said Fallansbe who informed your Orator that he had purchased a

Admits Defts demurrer of fraud

Avers the Defts told him about Railroad contract

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contract for said land of one David Battry
and had paid him therefor five Hundred
144 Dollars in a piece of land in McHenry County
in the State of Illinois as by his said letter
he had advised your orator and said Person
he could do, and that said Battry was then
deceased; but stated he could get a title for
said land, but from whom he did not inform
Admits he knew all about the bond him; and your Orator was unable to learn
the description of said McHenry land; or the
real cash value thereof; and your Orator avers
that he employed James H Rees of Chicago
who was skilled in such Matters to search
the records of the Recorders office of Cook County
and who could find on said records no title
or contract for a title in or with said Dallam
for said Block or lot of land; but your
Orator avers that said Kilbreth as contained
Avers that he learned who purchased the land of Canal that one Noah Bulkley purchased said land
at the sale thereof by the Trustees of the
Illinois & Michigan Canal in September
A.D. 1848 for the sum of six Hundred Dollars
and that at a sale of Canal Lands in Many
preceding by said Canal Trustees Many
Lands in the same vicinity and of equal
or greater value sold at the appraisal, and
others at a small advance in such appraisal

15.

& at near or quite one hundred per cent less than said Hollands be professed to have purchased said land for for your Orators and said Person, and your Orator said Kilbreth not being able to learn whether said Hollands had obtained any valid title or contract for a title to said premises for your Orators. nor to learn what land in McHenry County he had given if any as part payment for said land nor the actual value thereof — Your said Orator James Kilbreth concluded not then to make the payment due according to the provisions of said bonds but to return to Cincinatti & consult his co-partners in relation to the proper course to be pursued; and thereupon your said Orator, returned to Cincinatti - in order to communicate & consult with his said partners Person & De Camp; and your Orators aver that on the return of said Kilbreth to Cincinatti, said Person was absent and he having had the conversation, and conducted the correspondence with said Hollands your Orators could not then conclude on the course to be adopted in the premises nor until his return in the Month of November 1849 and your Orators say that the facts & information coming to said Kilbreths knowledge as

Admits that he had in the first Bill —

His letter may not put his refusal on the ground of

to the last of this

aforesaid was by him communicated to his
copartners & it was concluded by them that
16 said Person should communicate with said
Fallansbee & see if some satisfactory explanation
could not be made by said Fallansbee &
some arrangement for the settlement of his
said agency business & on a basis in accor-
dance with fidelity and justice & which
under the circumstances they believed they
were entitled to require —"—

And in pursuance of such conclusion
said Person on behalf of himself and your
Orators on or about the 24th Day of November
1849 wrote a letter to said Fallansbee intima-
ting amongst other things his disappointment
of the manner in which his agency had been
discharged in the purchase of said block &
stating that other lands as well situated
had been purchased at a much less price
& stating that if said Fallansbee were to
charge one thousand dollars for said Block
they would be satisfied & proposing that
if this did not suit him, that he should
send on the money of your Orators said
Person in a draft on New York, adding ten
per cent interest his bond should be returned
to him. but said Fallansbee failing to reply

thereto: said Person again wrote to him on or about
the 19th day of January 1850 calling his
17. attention to his said former letter & requesting
an answer thereto and said Hall answered
on or about the 26th of January 1850 replied
thereto stating he had replied to said former
letter in December & giving what he stated
to be a copy thereof in which he attempted
to vindicate himself against the complaints
made in said Persons letter: but admitted he
had purchased said Block for your Orators
& said Person but did not accept either
of the propositions so as aforesaid. made
by said Person to settle said differences
but on the contrary stated that all he asked
was that the payment then due should
be permitted to him or that your Orators
& said Person should forever thereafter
hold their peace: but proposed no terms
or basis on which he would account
with your Orators & said Person for his
agency for them & the said land so pur-
chased by him for them—

To which said letters reference is
had for greater particularity, and which
are made part of this your Orators bill
of complaint & copies of which are hereto

[1229]

annexed marked "Exhibits" "F." "G." & "H"

And your Orator says that their correspondence here ended and no arrangement was made for the settlement of their difficulties: and not being willing to lose or abandon their said purchase so made by said Hollembee for them they shortly afterwards instituted enquiries to learn at what price said ten acres was really purchased for by said Hollembee & to ascertain the actual value of any land of his own which he might have given in & towards said purchase & in relation to his conduct in the discharge of his said agency for said Co-partners in the purchase of said land —

18

And your Orators represent that the executors of said Noah Buckley who had purchased said land in his life time, your Orators were informed were non-residents of this State, but of what place they were unable to learn so as to communicate with them —

And your Orators were informed that said Noah Buckley had in his life time made a Verbal Contract with one David Rattry to sell him said ten acres

of land: and that said Fallans he had pur-
chased of said Rattry his said contract
19. & his interest in said ten acres for your Orators
& said Person: and in furtherance and con-
summation thereof & at said Rattry's request
said Buckley executed a contract or bond
for a deed for said land to said Fallans he
and said Rattray being also deceased
your Orators were unable to ascertain for
what price or consideration or on what
terms the same had been purchased or
whether such information was true or not-

And your Orators aver that no contract
of any kind was recorded nor any assignment
thereof to said Fallans he nor any
evidence of any title or contract for a title
to said land to said Fallans he or to your
Orators & said Person or either of them & that
they were left wholly in the dark as to how
or from whom said title was to come-

And your Orators aver that in
August 1852 they learned that there was a
deed on record in the Recorders office of
Cook County from Ralph & Franklin
Little executors of Sarah Buckley deceased
to said Fallans he for said ten acres and
which had been made by them under
said contract or bond so given as aforesaid

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by said Noah Bulkley to said Fallans
be & which had been so purchased as
20 aforesaid by said Fallansbe for your
Orators & said Reason & said title so taken
without their Knowledge or consent —

And your orators aver that said deed
bears date September Nineteenth 1851. but was fra-
udulently kept by said Fallansbe, concealed
from your Orators & said Reason & not recorded
until on or about the 19th day of August 1852
And your Orators aver that the consideration
mentioned in said deed is only the sum of
One thousand dollars; to which deed when
produced your orators beg leave to refer for
greater particularity —

Admits Def. told him &c And your Orators further show that
they had been informed as aforesaid that said
Fallansbe had agreed to pay and had paid
said Rattry for his interest in said land &
said contract or agreement with said Bulkley
by a deed of Eighty acres of land in McHenry
County in the State of Illinois & had convey-
ed to him said land; & said Fallansbe avow-
ed that he had in & by said Eighty acres of land
paid to said Rattry for his interest in
said land & said contract with said Bulkley
when he bought the same for your Orators

& said Person as aforesaid five hundred Dollars & that he had also paid Buckley thereon one
21 thousand dollars including the Money of your Orators & said Person so in his hands as aforesaid but your Orators have been and are unable to learn what Moneys if any over and above said three hundred & seventy five dollars of your Orators & said Person in his hands he advanced & paid on said land —

And your Orators in Order to determine the truth of such pretences of said Hallam be had caused search to be made in the office of the Recorder of McHenry County for a deed from him to said Rattry & had been unable to find any; and your Orators aver that when they found the consideration mentioned in said deed of said ten acres to said Hallam be to be only one thousand dollars they instituted further enquiries to learn if possible what price said Hallam be had actually paid or agreed to pay for said ten acres and they learned that said Hallam be pretended he had not conveyed said land in McHenry County to said Rattry, but at his request had conveyed the same to one William R. Thompson who had left the State for parts unknown & afterwards deceased & thereupon your Orators caused an examination to be made

Admits
Deft told him

£12291-11

of the truth of such averment and found a deed from said Dallas bee to said Thompson recorded in the Recorders Office of McHenry County aforesaid for the West half of the North west Quarter of section thirty three in Township Forty four North of Range Seven east of the third principal meridian ,,—

22

And your Orators aver that there was no other deed from said Dallas bee of any other land in McHenry County on record & your orators aver that said tract of land was the only one conveyed & so given (if any was conveyed or given) by said Dallas bee for the purposes & as averred by him as hereinafter stated; but your Orators aver that if he did so convey said land & for such purpose that said land was not worth to exceed one hundred & fifty or two hundred dollars in cash; & that he fraudulently endeavored as aforesaid to compel your Orators & said Person to pay him five hundred dollars therefor —,,—

And your Orators aver that shortly after the discovery of such deed and although they were advised by counsel that said Dallas bee could only have a claim upon them & said Person & upon said ten acres of land for the actual cash value of said land in McHenry County so conveyed and any other

advances he might have made on said ten
23 acres for them = Yet in order to obtain an immed-
iate title to said ten acres & avoid crimination
& litigation they determined to pay any such
excess of price in said McHenry County land
so conveyed if any had been charged beyond
Fallansbee: & notwithstanding any misrepresentations
if and designedly or innocently made or committed
by said Fallansbee in the discharge of his said
agency & they therefore on or about the second
day of October 1852. tendered & offered to him
said Fallansbee the whole amount provided
by said bond to be paid to him; which included the whole amount he had advanced
for them including said land in McHenry
County at the sum and value of five hundred
dollars & assuming the same had been so conveyed & interest thereon up to said tender according to the specifications of said bond
sent to them by said Fallansbee as aforesaid
& which they say amounted at that time to the
sum of fourteen hundred ~~sixty~~ three dollars
& thirty six cents & requested said Fallansbee
to accept the same & make them a deed of
said ten acres which he refused to do —

And your Orators are ready & willing
to account with & pay to said Fallansbee

S/2291-12

any & all sums advanced by him for them
said Reson on & towards the purchase of
24 said ten acres whether in money or property
& all commissions & expenses to which he may
be justly entitled for and on account of his
said agency when ascertained & to which this
Court may determine him to be justly entitled
and the said sum of money so tendered
as aforesaid. your Orators are ready to produce
in Court as this Honorable Court shall direct=

And your Orators aver that said ten
acres of land was agreed to be purchased
& was purchased by said Hallenbee for your
Orators & said Reson & as their agent & that he
holds the title thereto as trustee for your Orators
subject only to a lein & claim thereon for
whatever advances he may have made thereon
& his commissions & expenses & that upon the
payment thereof to him they are entitled
to a conveyance of said ten acres of land
to themselves &c

And your Orators further shew
unto your Honor that on or about the second day
of June A D 1857. by instrument of writing duly
executed. their said partner William Preston
for a valuable consideration assigned unto
your Orators all his right title & interest in said

Block. whereby they became equitably entitled to all his interest & rights in said land & conveyances of the same from said Hallam's which said instrument of assignment is referred to & made a part of this your Orators bill of complaint & a copy of which is hereunto annexed marked "Exhibit" "II"

25.

And your Orators well hoped that the said Charles Hallam's be whom your Orators pray may be made defendant herein would have accounted with your Orators of and concerning his said agency & trust & have conveyed the legal title to said ten acres of ground to them as in equity & good conscience he was bound to do —

But now so it is may it please your Honor that the said defendant combining & confederating with divers persons to your Orators unknown & whom when discovered - Your Orators pray may be made parties defendants hereto with fit & proper words to charge them as such defendants. praemptorily refuses to account with your orators for and concerning his said agency & trust & to convey the said premises so purchased & held by him for them as above set forth —

And your Orators pray the premises

considered & inasmuch as your Orators are remi-
20 diless by the strict rules of the common law
& can only have adequate relief in a Court
of equity where such matters are properly cogn-
izable & relievable. That the said defendant
may be required full true & perfect answers
to make to the best of his information know-
ledge & belief of & concerning all the premises
& charges aforesaid & each of them, on their
oath (this oath to his answer hereto being hereby
specially waived) and especially that he may
set forth & show whether he was not requested
by your Orators and said Person to purchase
said ten acres for them & whether he did not
do so? & whether he was not directed to apply
said three hundred & seventy five dollars in
his hands belonging to them on & towards said
purchase & whether he did not do so & of
whom he bought said lands & when & at
what price & when & when he paid for the same
whether he paid any part thereof in land
& what land & at what price & what was the
cash value thereof then your Orators & said
person were to pay him for such advances
And what sum & sums of money he has
advanced & paid upon said land to whom
& when? & whether he did not neglect to put

27.

the same deed of said ten acres on record long after the same was made & how long & why? and whether on or about the time charged as aforesaid your Orators did not tender the sum above mentioned to him & request a deed of said land & whether he did not refuse to convey the same to them? & what said Rattry had to do with said ten acres if any thing — And your Orators that the said defendants may be decreed to be a trustee for your Orators of & for the title of said ten acres of land above described & to hold the same for the use of your Orators subject only to the payment to him by your Orators of such actual advances as he may have made therein for your Orators & such commissions & expenses as this Honorable Court may find justly due to said defendant; And that the said defendant may be decreed to account with your Orators of & concerning his said agency in the purchase of said ten acres for them as aforesaid; & that upon such accounting & the payment to him of whatever money & property may be found by this Honorable Court to have been advanced & paid by him for your Orators & said person for & on their account & behalf in the

[12 29 W4]

purchase & payment of & for said ten acres: & his commissions & expenses. said defendant
28 may be required & decreed by this Honorable Court to convey said ten acres of land above described & so purchased as aforesaid to your Orators by good & sufficient deed free of incumbrances —

And your Orators pray that they may have such other further & different relief as in equity & good conscience they may be entitled to —

And your Orators pray that the peoples writ of Summons may be issued out of this Honorable Court under the seal thereof directed to the said Charles Dallambe, commanding him to appear & answer this your Orators bill of complaint & to stand to & perform the order & decree of this court in the premises according to the practice of this Court & your Orators will ever pray &c —

Goodrich & Seville
Solicitors for Complainants

James S. Kilbreth
Harvey & Co Comp.
By. Geo. Seville

79.

Exhibit "A"

Cincinatte Oct 20th 1848

"A" C. Fallambe Esqr

Dear Sir

Yours of the first of the month come duly to hand a few days since We are satisfied in regard to the purchase and as requested inclose you Draft on New York for $375 You make a deed for the same to our firm Person Kilbeth & De Camp full names are William Person Harvey De Camp & James S. Kilbeth – You write me that you can probably purchase 5 or 10 acres this side of the Green tract for $150 = Please see what it can be got for = Give directions in regard to situation which side of Madison St & how far from School House & the terms upon which it can be bought also if any other tracts can be bought at a bargain we would like to know of them as you obtain information = I wrote Messrs Rees & Rucker relative to any bargains that might come under their notice = Ask them if the received my letter – I shall probably make you a visit next summer if my life be spared = My kind regards to your good Lady. and remain most respectfully yr obedient Servent William Person

[12291-15]

Can you get the other acre in the Green
3° tract. and what portion of the lot does it come
off of. Green I suppose should pay the taxes
for the year = See that there is no Judgment
against him = Can the property be rented &c
W. P.

The Draft enclosed is made payable
to Person Kilbreth, Hoo which is an error in
the style of the firm - I endorse it the same
which accounts for the discrepancy —"—

"Exhibit" "B"

Chicago Nov 7th 1848

"B" Mr. Wm Person

Dear Sir

Yours enclosing a Draft
for $375. has been received with instructions to
buy Green's five acres & should not answer
before = I found his matters very tangled up
as to his title & after coming to the conclusion
of abandoning it. I have been up to Greens
three times & had some expense to get at the
title safe - I had deed made out and ac

31

signed by Green & wife and after searching I found Mrs Kinzie had the right of Dower of this land – I went & talk with Kinzie – He saved the company just bot the land. did not do as they agreed with him & cared the idea she had a claim & with the advice of my attorney I drop it & think you would do the same for me & approve of my course – "

I have got a writing from a man until I can get answer from you for the refusal of ten acres of land lays high & beautiful much high than Green's – its 40 rods above Greens on the opposite side fronting south on Madison St & has St laid all around it. & can be sub-divided & Money made out of it – there is number of dwellings going up near – "

I want to buy in joint comp with you – I can buy it for $150 pr acre – Make $1500 & pay as follows $500 in property I have & the balance ⅓ down & ⅓ in one two & three years with interest at 6 per cent. or if you do not wish a partner I will make the bargain for you – & I will receive pay in the same proportion – As you have written me you was to inform you – I do so the title is good Comes from the State – Ogden sold directly opposite to a man by the name of McGraw

51291-47

at $150= I mention this fact let you know how the property is selling. 80 rods this side
32 of Greens I can buy 5 acres at $250. that is the best I can do – Property is much sought for in this neighborhood & you may depend on it there is money in the ten acres I have given you description of. I will hold on & wait further instructions & every thing shall be done according to your minds You early attention will be necessary

Yrs Respectfully

C. Fallansbee

P.S. You must excuse my neglect in not writing before – I have been sick for number of days. on s/c the 10 acres & yesterday went out a foot & see the land

C. F–

"Exhibit" C"

33,

Cincinatti Nov 21. 1848

"C" Mr. C. Hollambee

Dear Sir

Your favr of the 7th came to hand yesterday – regret to hear of the difficulty you have had in the Green track, & that it was not clear in regard to title –

The purchase of the 10 acres as described by you suits us, & one & is alone in this matter I would very much like you to join me in the purchase as there is three of us, it would make it quite a small affair to divide it any more –

You may have the deed made out as before directed in my last letter, the money already sent meets the cash payment required: And if you will inform us how you wish the Notes drawn & to who payable we will remit them to you to close the matter –

I have a friend who would like to make a small investment in your place, if you hear of any more that you think would be advantageous to purchase & would like to join yourself, it would be agreeable –

I would also personally take an interest – In your next you can send the deed duly

[1229-17]

made out, recorded & acknowledged & we
will return the necessary documents to close
34 the affair = I would like to know if you
elected Van Buren President out your way
& what you think of the Free Soil party now?
How is trade in your country price of Pork
& Wheat — My kind regards to your Lady
& I remain Most respectfully your obt Servant

William Season

The cost expenses &c please make
a memorandum of & when we get through
will close them up by remittance —

Exhibit D

Chicago Decr 8th 1848

Mr Wm Season

Dear Sir

Yours of Nov 21st came
to hand in due time & in answer I can say that
I have bought the 10 acres of land mentioned
in my last of Nov 7th to you on the same
terms. I have got a bond from the purchaser
for a deed when the balance of the several

payments are due & paid which will be the
35 1st of Sept 1849. 1850 & 1851. with 6 pr cent
interest — You will bear in mind there will
be no taxes until 1852. I will send you a
Bond duly acknowledged and on record
& guarantee a good deed —
I will wait your instructions —
Yours very Respectfully
C. Fallansbee

"Exhibit" "E"

"E"

Charles Fallansbee
to
William Sesson
James P. Kilbreth
Harvey De Camp

} Bond

Know all men by these present that I Charles Fallansbee of the County of Cook and State of Illinois, am held and firmly bound unto William Sesson James P. Kilbreth and Harvey De Camp of the City of Cincinnatti and the State of Ohio in the penal sum of One thousand Dollars to be paid unto the said William Sesson. James P Kilbreth & Harvey De Camp their heirs, executors, administrators and

S12291-18

assigns to which payment well & truly to be made I bind myself my heirs executors & administrators & every of them firmly by these presents. sealed with my seal this seventh day of January A.D. One thousand eight hundred and forty eight —.

The condition of the above Obligation is such that whereas the above bounden Charles Dallambe has this day sold to the said William Reven James S Kilbreth and Harvey De Camp their heirs and assigns for the sum of one thousand five hundred dollars payable as follows the sum of Three hundred and seventy five dollars in hand the receipt whereof is hereby confessed and acknowledged — The sum of three hundred and seventy five dollars on the first day of September next with interest thereon at six per cent ($375) —

The sum of Three hundred and seventy five Dollars on the first day of September A.D. 1850 with like interest — and the sum of three hundred and seventy five dollars on the first day of September A.D. 1851 with like interest from the date hereof all his right title and interest in the following described lot or

parcel of land to wit:

37

Lot number fifty seven (57) in section Number seven (7) in township number thirty Nine (39) North of Range Number fourteen (14) East of the third principal meridian, situate, lying and being in the City of Chicago, County of Cook and State of Illinois, being part and parcel of Canal Section: Upon the payment of said sum being made at the time and in the manner aforesaid: the said Charles Hallansbee his heirs executors and assigns covenant and agree to and with said Reuen, Kilbeth & De Camp, their heirs executors administrators and assigns, to execute a good & sufficient deed of conveyance in fee simple pro- from all encumbrances with full and proper covenants of Warranty for the above described premises — Now if the above Charles Hallansbee shall well and truly keep observe and perform the said covenants and agreements herein contained on his part then this obligation to be void otherwise to remain in full force and virtue.

Sealed and delivered
in presence of
A. Huntington

C. Hallansbee (Seal)

L12291-19

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

I Alonzo Huntington a Notary Public within and for said City in the County and State aforesaid do hereby certify that on this 22d day of January A.D. 1849 Charles Fallows he personally known to me to be the ~~xxxxx~~ person whose signature appears to the within instrument, came before me and acknowledged that he had executed the same as his free and voluntary act and deed for the uses and purposes therein expressed. In testimony whereof I have hereunto set my hand & affixed my seal Notarial. Done at my office in the City of Chicago the day and year first above written

L.S.

Alonzo Huntington
Notary Public

"Exhibit "F"

"F"

29

Cincinatti Nov 24th 1849

Dr Sir

Having been absent for some weeks from the City since my return been very much engaged is the reason why you have not been written to before — I regret to say that in the purchase which you made for us that I am very much disappointed

Having before me conclusive evidence that at a public sale the ground purchased by you for us at $150. brought only $60. leads me unavoidably to the conclusion that you have not in this matter done as I was induced to believe you would have done —

In your letter of Sept 28th 1848 you inform me that the canal sale went off with great spirit. some 100 per cent above the appraisal & all property on Madison Street from 100 to 200 Dolls pr acre — Some out West of the tract you purchased for us —

Now what are the facts= Not one in thirty sold above the appraisment; Take the section in which ours is situated — there were 64 Lots put up for sale = 33 out of

[2291-25]

64 sold for 32.970 Dolls & were appraised
at 32,050 dolls = selling them about 3 per cent
40 above the appraisal — How does this agree
with your representations? You say that
ground brought on that street from one
to 300 $ pr dere — some of it (meaning of
course that which brought only $100
lying out West; Now ours is the farthest
West sold on that street & it brought only
$60 whilst the highest that sold on that
street for one mile nearer town was $130
dollars — You were aware that I supposed
$150 was a fair price for ground in that
section which was the case when I was
there. which appears to have been the
case — It was fictitious - for when the
sale took place it was only worth $60 &
in that neighborhood you should have
made the purchase — You saw an opportu-
nity to impose upon me because I knew
not that fact, and made the purchase to
suit the price as it was when I was there —
I leave you to judge if this is doing as
you would like to be done by; and then in
all your letters you have labored to induce
us to believe we had got a bargain & in
Some 8 or one month after the sale in May

you inform me that before you wrote your
last letter which was May 24th about the time
of the sale that you had an offer of $200
per acre for 5 acres of said ground & given
had sold that month nearer town at public
auction for about one half that amt; half
mile nearer town = These things appear
strange to us: If you had an offer of
that kind you should have informed us
& we would have sold it without hesitation
This makes the affair only so much worse
than it was before. After charging us
100 per cent more than ground was worth
& being offered $50 per acre more than we
pay, & not informing us of it, "is the unkind-
est cut of all" = To use a homely phrase
"the more this matter is stirred the worse it
smells" — To conclude this matter I think
the transaction shows you must have
had some special interest to subserve
& we are willing perfectly for any man
to make money off of us, provided it is
done fairly — I am not willing to believe
that you are unacquainted with the
facts before stated & in regard to the value
of property in Chicago — You have the
reputation of being very keen in making

[12291-01]

a bargain. as the records have shown
therefore I concluded you are not easily
42 deceived in any business transaction
& especially in one as plain as this —
Can you defend the case & show that
you have dealt fairly with us?
If so we wait to hear it — Has or did
property advance so rapidly in that part
of the City in so short a period? The
facts show otherwise — Lot No 60 same
section Street & side of Street ½ mile nearer
town — Do you suppose it sold for $200
or even $150 8 months subsequent? It
it brought $102 per acre, appraised when
ours was at 50 per cent higher —
I suppose Mr Hallam see that you
would have acted in this Matter as
You would for yourself, in the case of
friendship — " — Perhaps you have adopted the Motto "no friendship in trade"
Had you entrusted a matter of this
kind to me do you suppose I would
have bought a lot for you at $1500
which sold only a few days months
before at $600 & when a large surplus
appraised at the same was not sold
for the want of bidders? Would I not

have waited in preference 8 months & purchased a much better one half mile nearer town for about $1000 —

43 You must be aware after reviewing the whole matter, that you have not treated us well; were you to charge us $1000 for the lot, we would be satisfied & feel that you are disposed to do right; If this does not meet your approbation, then send us our money in Draft on New York adding in 10 per cent interest & we will return you the Bond which we hold duly assigned — — Please let us hear from you as soon as convenient — Remain truly yours

William Jerson

"A" "Exhibit "A"

Cincinnati 19th Jany 1850

Dear Sir

I wrote you two or three months since making a proposition in regard to the settlement of the purchase you made for us = Did you receive my letter? If so what is your reply

[12291-23]

the corner such affairs are closed the
letter —"—

44 Respectfully Yours
William Pierson

"H" "Exhibit" "H"

Chicago Jany 26. 1850

Dear Sir

Your of the 19th is this day received calling on me to know if I rec'd your letter of some two or three months since & did receive one dated Jan 24th/49 & answered the same dated Dec 1849 —

The following is a copy

Mr Pierson

Sir Your letter under date of 24th Inst was duly rec'd & I must say that I was very much surprised on receiving such a communication — You seem in very many expressions there to impeach my integrity in the purchase there referred to; & aside in your account; and ask me to put myself for the defence like a felon: and this too

45.

when I have acted in the best good faith
towards you throughout the whole transac-
tion & in accordance with your written
instructions = I feel humbled almost to
be called on to vindicate my integrity
in this affair under the circumstances —

In the fall of 48 you were here personally & learning I was about to purchase
six acres of land in the neighborhood
of Greens at $150 per acre desired me to pur-
chase the same on your account, but be-
fore it could be effected you left on the
14th of Sept — You wrote me a letter urging
me to secure it for you & draw on you for
payment, in compliance with your instruc-
tions — see my letter under date of 24th
Sept 48 after making the purchase
I spent considerable time in the investi-
gation of Greens title & paid some $17.00
on account of the investigation for
abstracts &c On the 9th Nov 48 I wrote
to you of the character of Greens title
& that it would be unsafe to buy of
him, on the ground of the imperfection
of his title and gave it up — In your
reply you express your regret & at the
same time satisfaction in regard to my
course in the matter & urged me to push

[12291-93]

some speculation – I wrote a description
of the ten acres in question stating the
46 location – prices & payment & proposed
to take one third of the purchase –
On the 21st Nov you wrote me stating
your disinclination to allow me to be
come united with you to the extent of
one third & urged me to become the last
for you – but I delayed & wrote you
again on the 8th Decem giving a
description of the ground in question
& stating to you that I would work
your instructions – On the 18th Dec you
wrote me again on the subject &
proposed me to forward you the papers
which I accordingly did –

In all letters you express yourself
fully satisfied with every step taken
by me to further your interest in the
Matter – You allledge that I have
made false representations touching
this matter – Now I ask, is this reason-
able, charitable or fair? when I have
placed every fact connected with this
purchase as fully as my knowledge
extended in your possession before
you made the purchase and you made

the purchase with your eyes wide open
so far as I could open them with truth
And now I say the purchase is a good
47 one & will turn out so in the end Not-
withstanding all arguments may be
brot forward to show it otherwise —
Previous to the 1st Sept last upon (which)
the payment fell due, I wrote you &
rec'd no answer — I wrote again & got
no answer — Both times I called for
the payments to be forwarded —
About the 1st of Jan De Camp called
on me & desired to see the land —
I went & showed it to him — He saw
it & expressed himself well pleased and
satisfied with it — He parted and
he said he would call on me again
after dinner & give me a draft on New
York — He did not call until evening
or next day & then he began to charge
me with treachery & infidelity to his
interest & said he never knew anything
about my correspondence in relation to
it & wanted to see it I showed him
all the papers between you & myself
in relation to the transaction —
He fully exonerated me from all
blame in the matter & expressed himself

[1229-34]

satisfied with the the whole I had done
in the premises = He then seemed to
128 pitch on you - said you would do
anything & conveying the idea that
you knew nothing about busineſs &c
Now all I ask of you is to remit me
the payment on this purchase now
due or from hereafter hold your peace

Yours &c

C. Follansbee

1 "Exhibit "1"

For value received I William Sen. -
of the City of Leavenworth hereby assign
to James T. Kilbreth and Harvey DeBamp
of the same place all my right title
& interest in and to a lease from the
guardian of S. W. Sardick's children
for a part of the ground hereto for
occupied by Reson Kilbreth & DeBamp
as a lumber Yard, and also a lease
from B.B. Aydelotte & wife for another
part of the same yard both leases
running for five years from May 1. 1857

And also all my right title & interest
in & to Block 5 of Section 7. Township 39
49 Range 14 & containing ten acres of
ground in Cook County Illinois
adjacent to the City of Chicago which
tract is held by title bond from Charles
Dallambee and on which the first
payment of $ 375. was made in the
year 1848 & three subsequent payments
now remain due

Signed at Cincinnati June 2 1851

William Jessup

And be it remembered that on the thirty-first
day of July A.D. Eighteen Hundred & fifty four
the said Defendant Charles Dallambee by
A. Huntington his Solicitor filed his answer
to said Bill of Complaint in said Court
which said Answer with Copies of Exhibits and
Stipulation thereto attached are in words
& figures as follows, to wit.

[12291-25]

In Chancery } In the Cook County Court of Common Pleas

51.

The answer of Charles Fallenbe Defendant to the Bill of complaint of James D Kilbreth and Harvey De Camp —

This Defendant now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainants Bill of complaint for answer thereunto or unto so much or such parts thereof as this Defendant is advised is material for him to make answer unto he answers and says that he admits that the complainants James D Kilbreth Harvey De Camp and William Person were Copartners in business in Cincinnati Ohio doing business under the name Style and Firm of Person Kilbreth & De Camp and also that he the Defendant some time in the fall of the 1848 undertook to make some investments in Real Estate in the City of Chicago for the said Copartners —

And this Defendant further answering neither admits nor denies that the said Complainants and said Person were but little acquainted with the price of Real Estate in

{12291-26}

the City of Chicago in the fall of 1848 but he
avers that the said Complainants and said
5-2. Person in the fall of 1848 had confidence in the
integrity and fidelity of this Defendant and
justly insists that they the said Complainants
or said Person by any act or thing done growing
out of or resulting from the confidence reposed
in him the said Defendant by said Complainants & said Person have no good reason for chang-
ing the opinion then entertained of this defen-
dant — and this defendant claims that in
all respects in the transactions between himself
and the said Complainants and said Person he
has hitherto acted in good faith — " —

And this Defendant further answering
says that some time in the month of August
A.D. 1848. the said William Person, then being one of
the Copartners of the Complainants was at the
City of Chicago for the purpose of making some
investments in Real Estate on a/c of himself and
Copartners that said Person at that time spent several
days in Chicago for the purpose of informing him-
self in regard to the price and value of Real
Estate in this City and making his said investments
as aforesaid — That on one occasion said Person was
in the Store of this Defendant who was then a Mer-
chant doing business at No 71 Lake Street in said

City of Chicago and then overheard a negotiation
which was going on between this Defendant and
one Jardin B Green for the purchase of a small
53 tract of ground containing some five or six acres
situate in the North East Quarter of Section
Eighteen Township thirty Nine North Range four-
teen East bounting on Madison Street in said
City of Chicago = That said Green asked one
Hundred and fifty Dollars per acre for said
ground, a portion down and the balance on
time = That said Person desired this Defenda-
nt to let him have for himself & Copartners the ground
this deft was about purchasing of said Green —
This Defendant consented to let him have the
purchase - should the same be made but at
that time no bargain was made between this
Defendant and said Green for said Ground
Person while in Chicago saw the piece of ground
in question and the grounds generally in that
vicinity - That while this negotiation was going
on and before the same was consummated said
Person left Chicago and returned to Cincinnati
and this Defendant further answering says
that after the said Person had returned to
Cincinnati aforesaid and on or about the fourteenth
day of September in the year of our Lord one
thousand eight hundred and forty eight the
said Person by letter desired this Defendant

[12291-27]

to close the trade with Green for the land herein before referred to, on account of and for the said Person, Kilbreth & Debamp and that this letter is the first a beginning of the correspondence between the said Person and this Defdt. relative to purchasing land & making investments in Chicago on account of the said Copartnership

54 This Defendant admits that on or about the thirtieth day of September Eighteen hundred and forty eight he wrote the said Person at Cincinnati a letter and therein stated that said Defendant had purchased five acres of the ground herein before mentioned of Green and obtained his Deed therefor — That the price of the same was seven Hundred and Fifty Dollars — That one half was to be paid down in cash, and that the balance was to be paid in three equal annual payments, and that in the same letter he requested the said Person to forward him the first payment of Three hundred and seventy five Dollars in Draft on New York: This Defendant also stated that he had or was to give his Notes for the balance to said Green and at the same time and by the same letter he the Defendant proposed to the said Complainants and said Person that he would give them a Bond for a Deed

upon payment being made in one two & three years & that he would give them a Deed and take back a Mortgage to secure the payments to be made in the same manner, and this Defendant also stated in said letter that said five acres was encumbered that one William B. Ogden held the property to secure the payment of money due him from said Green and that Ogden had agreed to take the Notes of the Defendant and discharge the encumbrance on said ground and &c. & the reason why this Defendant prepared to take a conveyance to himself of said ground and convey the same to said Complainants Said Lessee —

55.

And this Defendant further answering says that after he had made a bargain with said Green for said land on the terms aforesaid, said Green made out a Deed for the said five acres of land to this Defendant which deed was left in the hands of H.H. Clark Esq of Chicago who had been employed to examine the title of said land to be delivered to this Defendant on the payment of three hundred and seventy five Dollars Cash Down and the execution and delivery of three promissory Notes by this Defendant to said Green, payable in one two & three years being the balance of the purchase money — whereupon and after

[12291-28]

matter in relation to the purchase of this tract of ground of Green was placed in this State

56 This Defendant wrote the letter dated the thirtieth day of September Eighteen hundred and forty Eight hereinbefore referred to to said Person stating to him in a summary manner that this Defendant had done in the premises and asked him said Person to forward the money for the first payment which was half the sum of seven hundred and Fifty Dollars —"—

This defendant received no answer to his aforesaid letter of the thirtieth day of September until the close of the month of October following when this Defendant received a letter from said Person under date of October the twentieth Eighteen hundred and forty Eight mailed at Cincinatti of the same time, which letter contained a Draft on New York for three Hundred and seventy five Dollars being the amount of money to be advanced by the complainants and said Person on said purchase in which letter the said complainants and said Person expressed their Satisfaction and approved of the acts of this Defendant in regard to the arrangement made by him for the purchase

57.

of said Green tract were content therewith and desired this Deft to look out for further and other advantageous purchases in the City of Chicago — And this Defendant further answering says that before he received the draft of Three hundred and seventy five Dollars from said Complainants and Reason for the purpose aforesaid, & before the entire consummation of the purchase of said parcel of ground of said Green by the payment of the money aforesaid to him and the delivery of the Deed from said Green to this Defendant this Defendant was informed and believes that the title of said ground in said Green was imperfect, that said Green had not the power of conveying a clear title to said ground — That an unreleased right of Dower to said ground remained in Mrs Juliette A Kinzie wife of John H Kinzie of this City — This Defendant therefore deemed it imprudent to take the land under these circumstances, and not being able to obtain a release of the Dower of Mrs J Kinzie thereto gave up the purchase and this is the sole and only reason why the purchase of said Green was abandoned and given up and this defendant denies all fraud &

[12291-B5]

fraudulent pretences & representations in relation
to his act relative to the purchase of Green &
58 injets that in all he did in reference to said
purchase of Green, and all he has said and
written was done said & written in perfect
good faith and with the sole desire and
object of securing a good title to the land
and none other and this Defendant was
induced most strongly to look after the title
and see that it was good as under the arra-
ngement and understanding the title of said
land was to ultimately pass through him to
the Complainants and said Person hence
the unwillingness on the part of this Defend-
ant to take or receive an imperfect title to
said land —,—

And this defendant further
answering admits that in his letter to said
Person hereinbefore referred to - under date of
the seventh day of November Eighteen hun-
dred and forty Eight in which he commu-
nicated to said Person & through him to the
Complainants that he had abandoned the
proposed purchase of Green for the reason
& causes above set forth, he also stated to
said Person & said Complainants that he had
found a parcel of ground forty rods beyond

of West of the lands of Green, heretofore mentioned on the same street, but on the opposite side thereof fronting south: that he represented to said Person & complainants in & by his said letter that a street was laid out all around said land that the same was high dry and beautifully situated and that the same could be sub-divided into lots, that money could be made out of it: That lands had been sold near by or opposite to it for one hundred and fifty dollars per acre by William B. Ogden and also that there were improvements being made or buildings going up near the lands, that the tract of land above mentioned contained ten acres that he this Defendant could buy the same for fifteen hundred Dollars, that he had a writing to that effect and also in substance ——"——

That he could pay for it as follows viz: five hundred dollars in property, that he Defendant had (meaning eighty acres of land in McHenry County in this State) to apply towards the purchase, pay two hundred & fifty dollars down in cash & the balance to be paid in one two & three years in payments of two hundred and fifty dollars each with interest. that in the same letter he proposed to take one third of the interest in the purchase & make one third of the payments but that

[1239-30]

if they did not want a partner, that he would secure the lands a bargain for it & let the said Person & complaints have it & that he this Defendant would receive pay therefor from said Person & complainants & give them the same time on the whole together, he also stated to them that the title was good that it came or would come from the State - He also stated that he could buy five acres some eighty rods this side of or East of the Green tract for two hundred and fifty dollars the acre one half Cash down & the balance in one & two years and this defendant avers, that all the representations made by him & said complainants and said Person in relation to the situation of the ten acres of Land in his said letter to said Person of the seventh day of November Eighteen hundred and forty Eight were made in good faith and with a sincere desire of putting the said complainants and the said Person in full possession of all the fact & circumstances which he the defendant could obtain connected with said lands, and the terms on which he the defendant would let them have the lands provided they should conclude to take the same on the terms proposed -

60

And this defendant further answering says that some time in last Spring

part of November Eighteen hundred & forty Eight he received a letter from said Person One of
61. said Co-Partners dated at Cincinatti November twenty first Eighteen hundred & forty Eight in reply to. and acknowledging the receipt of the aforesaid Letter of the said defendant under date of November seventh Eighteen hundred and forty Eight which Letter stated that the purchase of the ten acres, mentioned in said letter invited said Co-Partners —"—

That soon after the receipt of the said last mentioned letter from said Person this defendant closed up the purchase for the ten acres in Question in the following manner —"—
The ten acres being Lot fifty seven in section seven in Town thirty Nine North Range fourteen East being a sub-division of the Lands of the Illinois and Michigan Canal & being the Lands in Question was originally purchased by one Hosh Buckley (now deceased) at the sale of the Canal Lands on or about the sixth day of September Eighteen hundred and forty Eight that said Buckley some time in the fall of Eighteen hundred and forty Eight had bargained for said Lot fifty seven to one David Rattray (now deceased) — That the negotiation for said Lot Fifty seven was between this

1229/-31

defendant and said Rattray that he this defendant agreed with said Rattray to pay him fifteen hundred dollars for said lot who agreed to receive of this defendant Eighty acres of valuable land situated in the County of McHenry in this State in a settled neighborhood at the price a sum of five hundred dollars in part payment of said lot, and this defendant by his agreement with said Rattray was to pay two hundred and fifty dollars Cash down and the like sum on the first day of September Eighteen hundred and forty nine, and the like sum on the first day of September Eighteen hundred & fifty and the like sum on the first day of September Eighteen hundred and fifty one and interest: and this defendant obtained the written assent of said Rattray on these terms until he could hear from the complainants & said Person. that on the seventh day of November Eighteen hundred and forty eight he this defendant wrote to said complainants & said Person expressly stating to them the substance of the proposed purchase of the ten acres, the terms on which the same might be purchased, the proposed arrangement that he the defendant would purchase the

property and in effect sell the same to the said complainant & said Person as therein stated, and expressly stating therein that five hundred dollars thereof was to be paid in property to be turned out by the defendant in part payment thereof— That after this communication was made to said complainants and said Person relative to said purchase. The said Person one of said Co Partners wrote this defendant under date of November twenty first. Eighteen hundred and forty eight. that the proposed purchase of the ten acres on the terms communicated to him by said letter of November seventh Eighteen Hundred and forty Eight. united them the said complainants and said Person as to the mode & arrangement by which they were ultimately to acquire the title to said land—

And this defendant further answering says that on or about the Eighth day of December Eighteenhundred and forty Eight— after he received the letter of said Person of the twenty first of November Eighteen hundred & forty eight. expressing the satisfaction of the same complainants and said Person relative to the proposition and arrangement

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"a the purchase of said ten acres. this defendant by letter of that date wrote to said Person that he had purchased said ten acres of land on the same terms mentioned in his letter to them of November seventh Eighteen hundred and forty Eight. that he had obtained a bond for a deed from the purchasers meaning (Noah Buckley) the original purchaser of said ten acres at Canal sale in fall of Eighteen hundred & forty Eight) when the balance of the several payments should be due and paid, and that said future payments of two hundred and fifty Dollars each would fall due on the first of September in each of the years Eighteen hundred and forty Nine, fifty and fifty one and bear interest at six per cent that this defendant in the same letter also wrote them. that he would send them a Bond for a deed and thereby guaranty to them a good deed of Warranty —

And this defendant further answering says that some time in the month of January Eighteen hundred & forty Nine. he received a letter from said Person dated at Buckwatta January twelfth Eighteen hundred & forty Nine, in which letter said

Person and complainants acknowledged the
receipt of the said letter of this defendant
65. to them under date of December Eighth
Eighteen hundred and forty eight, containing an amount of the purchase of said ten
acres. stating that the purchase and arrange
ment made by this defendant as mentioned
in said letter of December. Eighth. Eighteen
hundred & forty eight. to them met the approbation of the said complainants and said
Person and this defendant was in the same
letter requested to forward the Bond & the
papers for the same duly made out in accordance with the proposition of this defendant
in said letter of December Eighth to said
Person ——"

And this defendant further answering
avers that the said complainants & said
Person well knew the kind and character
of title, they were to receive in the purchase
of said land that they were merely to have
a Bond for a Deed from this defendant
until the payments should be made
that they the said complainants and said
Person well knew at the time and were
expressly informed by this defendants by letter
and correspondence, that he the defendant
himself, merely had a Bond for a Deed

[12391-33]

to be executed to him on the payment being fully made on his part, and that they the
66 said Complainants and said Person were to have, according to the arrangement the Bond of this defendant for a deed of said ten acres upon the payments being fully made by them according to the arrangements and conditions of the Bond to be executed —

And this defendant for the answering says that by an arrangement between Rattray Buckley and himself it was agreed that the said defendant instead of taking a Bond or agreement for the conveyance of said ten acres from Rattray to himself that he should assume to said Buckley the payment of the sum of one thousand Dollars & interest and take a Bond to himself from said Buckley for the conveyance of said land to himself the said Buckley being the original purchaser thereof at Land sale in September Eighteen hundred and forty eight and to whom the title was ultimately to come from the State —

And this defendant further answering says, that on the first day of December Eighteen hundred and forty eight — This defendant and the said Josh Buckley entered into mutual covenants under their hands &

seals in relation to said ten acres by the terms of which this defendant covenanted and agreed to pay said Buckley his heirs Executors administrators or assigns the said sum of One Thousand dollars as follows. the sum of two hundred and fifty dollars which sum was paid at the date of said instrument and the sum of seven hundred and fifty dollars to be paid in three Equal instalments of two hundred and fifty dollars each on the sixth day of September in the year of our Lord one thousand Eight hundred and fifty nine, fifty and fifty one, with interest on the whole sum to be paid on the said sixth day of September in the said years. Eighteen Hundred & forty nine fifty & fifty one, at six per cent to be computed from the seventh day of November Eighteen hundred & forty eight; And the said Hood Buckley covenanted for himself his heirs, executors, administrators & assigns that on said payments being made according to the terms & stipulated in said instrument by this defendant to convey to him this defendant the title of said ten acres, by a good Warrantee Deed.

And this defendant further answering admits, that after he agreed to

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said agreement from said Bulkley in
the manner hereinbefore stated for the
68 conveyance of said land to himself. he the
said Defendant executed to said complain-
ants and said Person a Bond in the penal
sum of three thousand dollars to convey to
them by a good and sufficient deed of
conveyance in fee simple. Lot number fifty
seven in section seven in Town thirty nine
North Range fourteen East of the third prin-
cipal meridian: being the same ten acres
now in Question provided and on condition
that this said complainants and said
Person, should pay this defendant one thousand
five hundred dollars (being the amount paid
and covenanted to be paid by this defendant
for said ten acres) in manner following viz:
the sum of three hundred and seventy
five dollars the receipt of which amount
was acknowledged in the body of said
Bond, and being the amount forwarded
to this defendant by draft on New York
to be used in part payment for the
land proposed to be purchased of them
as hereinbefore mentioned; and the same
of three hundred and seventy five dollars
on the first day of September Eighteen

hundred and sixty nine - with interest at six per cent. and the sum of Three hundred and seventy five dollars on the first day of September Eighteen hundred & fifty with like interest; and the sum of Three hundred and seventy five dollars on the first day of September Eighteen hundred and fifty one with like interest

And this defendant further answering say that in the execution of said Bond to said complainants and said Person for the conveyance of said ten acres, this defendant so arranged the payments in said Bond to be made by said Complainants and said Person as to provide this defendant with the funds to enable him to make the payments

That he the defendant had covenanted to make to said Buckley and reimburse himself for the property turned out to Rattray as hereinbefore mentioned -

And the defendant admits that the Bond executed by him was in fact made some time in January Eighteen hundred & fifty nine, and that there was an error in the date of the Bond that the "month" "January" was inserted in the date of the

[12391-35]

Bond by mistake —" That it was a mere clerical error on the part of the attorney who prepared the Bond = That the true date of the Bond was intended to be on the seventh day of November Eighteen hundred & forty Eight that the word "November" being inserted in the place of the word January would make the date of the Bond according to the real intention of this defendant —" The Bond was intended to bear date on the seventh day of November Eighteen hundred and forty eight because the bargain sale and real transaction took place and related back to that time, and the interest was to be computed from that time this defendant denies that said date was made for any unfair purpose that it was purely erroneous and avers that the date in the duplicate of the Bond forwarded to the complainants & said Devisees now in possession of defendant & to which the Defendant craves leave to refer is correct and according to the original intention and that the same bears date November seventh Eighteen Hundred & forty Eight —"

70

And this defendant further answering

7

says that said Bond so executed by him to the complainants & said Reason for the conveyance of said land as hereinbefore set forth, was the only instrument of writing made by this defendant to said complainants & said Reason concerning the sale of said land — That the said complainants & said Reason or either of them never gave any Notes promises or obligations to make the payments provided to be made in and by said Bond to this defendant and that there was no written mutual obligations whatever existing between said complainants. Reason and this defendant in relation to the sale of said land — And this defendant believes and so states that the said complainants & said Reason being aware that they had not taken upon themselves any obligation to make any payments to this defendant on account of said land (although they had accepted the Bond of this defendant for its conveyance) concluded on the whole to abandon said purchase, under false and malicious pretences, that this defendant had perpetrated a great fraud upon them in the sale of said land

12891-36

& leave the lands on the hands of this de-
fendant and as evidence of the intention of
71 said complainants & said Person in this
behalf. this defendant craves leave to refer
to the Bill of complaint filed on the 28th
day of October A.D. 1859 in another suit
brought by these complainants in regard
to this same subject matter = which said
Bill, the said Complainants dismissed
on the coming in of this defendants
answer thereto — " —

And this defendant for further answering says that the said complainants and said Person accepted said Bond from him for the conveyance of the said ten acres of land, and that they made no objection to the arrangement until some time in the latter part of September Eighteen hundred and fifty nine a short time after the second payment fell due this defendant by the terms of his Bond James P. Kilbreth one of the complainants came to the City of Chicago and this defendant and said Kilbreth went together to view said ten acres of land and the said Kilbreth on said occasion expressed his satisfaction in regard to the

72.

said land and the arrangement made with this defendant in relation thereto = and proposes that after dinner or the next morning he would call on the defendant and give him a draft on New York for the amount of three hundred and seventy five Dollars and interest being for the payment due on said Bond on the first day of September Eighteen hundred forty Nine - whereupon this Defendant and said Kilbreth parted and this defendant did not see said Kilbreth till the evening of the next morning when said Kilbreth called on this defendant and expressed his dissatisfaction in regard to the purchase and declined giving any draft or paying the Money on said Bond according to the terms thereof. this defendant believes & so states that the said Kilbreth of his own whim and caprice, and perhaps influenced by the loose declaration of Strangers and persons of no judgment or knowledge in regard to the Value of Real Estate in the City of Chicago. and especially of the value of said ten acres, wantonly and willfully refused to make the payment then due on the Bond of this defendant abandoned

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the arrangement disaffirmed the purchase & left Chicago without making such payment to this defendant, declaring that said Co-Partner would make no future payments on said Bond, leaving this defendant to make the payment on his contract with Buckley from his own resources —

73

This defendant denies that said Gilbreth refused or declined making said payment on said Bond on the ground of any defect or suspicion in regard to the title of this defendant to said land for the said Complainants and Person Knows all about the arrangement and the title this defendant states that on said occasion said Gilbreth never informed this defendant that he had searched or caused to be searched, the records of the Recorder of Cook County & found no title in this defendant they well knew at that time the fee of the land was in the State = The question of title in regard to said ten acres was never raised between this defendant and said Gilbreth and that all the Statements in the said Bill of Complainants in relation thereto - are wholly false untrue and fallon pretences on the part of said Complainants

74

And this defendant further answering states that before and at the time and ever since he gave his Bond to said complainants and said Person for the conveyance of said ten acres he this defendant has been entirely solvent & fully able to pay all his debts and perform all his covenants and obligations & was and now is the owner of a considerable property in the City of Chicago and that they the said complainants and said Person well knew the fact —

And this defendant further says that on the bargain & sale of Real Estate in the City of Chicago it was & is now customary to give Bonds or covenants to convey the fee on the payments being made according to the terms provided for and that the Bond given by this defendant to convey the said ten acres to said complainants and said Person was given in the ordinary way —

And this defendant further answering says that previous to the first of September Eighteen hundred and forty nine he wrote to said complainants or said Person two letters requesting them to forward the payment then about due on said Bond of this

12

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defendant to them for said conveyance of ten acres - that he received no answer to either of his said letters - that the said complainants and said Person without any excuse or justification willfully & wantonly of their own wrong, folly and caprice (although able so to do) neglected and refused to make the said payment of three hundred and seventy five dollars and interest due on said 22nd September first Eighteen hundred and forty nine - or answer the said letter of said Defendant to them as aforesaid

And this defendant further answering says that on or about the twenty fourth day of November Eighteen hundred & forty nine said Person wrote this defendant as well on behalf of the complainants as himself a most abusive and insulting letter in which he charged this defendant with all sorts of wrongs connected with the transaction and apologized for not answering his letter last aforesaid before - and in substance repudiated the bargain for said ten acres and demanded a return of the money sent by said complainants & said Person as herein before set forth for the purpose herein before mentioned - and that this defendant

some time in the early part of December following replied to said letter and again requested said Person to forward the payment then past due on said Bond, according to the terms thereof and that in default thereof thereafter to hold his peace —"—

And this defendant further answering says that the said complainants and said Person made no answer to said letter and wholly neglected to have any further correspondence with this defendant in relation to said transaction —"—

And this defendant further answering says that the third payment of three hundred & seventy five dollars and interest fell due to him on his Bond to said complainants and said Person on the first day of September Eighteen hundred & fifty, and that said complainants and said Person wantonly and of their own folly folly & wilfulness wholly & entirely neglected & refused to make said payment then due and that they in like manner wholly neglected and refused to make the last payment due this defendant on said Bond September first Eighteen hundred and fifty one — leaving this defendant wholly unprovided in the way

[12291-39]

funds to make his payments on his personal covenants with said Buckley for said ten acres. that he this defendant has advanced wholly from his own funds and property all the consideration on the purchase of said ten acres amounting to the sum of fifteen hundred dollars and interest on the same from time to time as the payments fell due as hereinbefore stated and that this defendant has paid all the ordinary State County Taxes. and corporation assessments which have been levied & assessed on said ten acres up to the present time amounting in the whole to the sum of about three hundred & sixty two dollars and fifty four cents —

And this defendant further answering says that the said complainants having repudiated the sale of said ten acres to them and having refused to make any payment to this defendant as hereinbefore mentioned or said Bond. and after the lapse of about four years from the date of said Bond and after the City of Chicago had nearly or quite doubled her population and after waiting to see whether the purchase of said ten acres would be a good bargain for them or otherwise. and upon learning

78.

that Real Estate had generally advanced in value in the vicity of Chicago, and that said ten acres of land had risen in value from one hundred and fifty up to a thousand dollars the acre, that on or about the second day of October A.D. One thousand Eight hundred & fifty two, caused a tender to be made to him this defendant of the sum of one thousand four hundred and sixty seven dollars and thirty six cents, and this defendant admits that on said occasion he refused to accept said money and refused to execute a conveyance of said ten acres of land on the ground that under the circumstances Equity and good conscience would not require it of this defendant ——,——

And this defendant further answering makes no denial of the assignment by said Person of his interest in said Bond whatever the same may be to the complainants ——

And this defendant still answering the special interogatories contained in said Bill, says that on the purchase of said ten acres of Rattray he turned out to him in part payment thereof, Eighty acres of land in the County of McHenry at the price of five hundred dollars, and that soon after this

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defendant sold the same to him as aforesaid
said Rattray sold the same to one Thompson
and this defendant was informed by said
Rattray & believes it true, that he realized
therefor the sum of five hundred dollars and
that this defendant at the request of said
Rattray conveyed the title to said Thompson
the Vendee of said Rattray —"—

And this defendant still answering says
that he has no knowledge what said eighty
acres of land would have sold for in McHenry
County on execution or for cash at the time
he sold the same to said Rattray, but this
defendant considered it to be of the value
of five hundred dollars, and got that for
it in his trade with Rattray — This defendant
avers that said lot fifty seven - which he pur-
chased of Rattray at the time so sold this
defendant as hereinbefore mentioned was
richly worth the sum of fifteen hundred
dollars —"—

And this defendant further answering
admits, that originally he purchased the
said ten acres with a view and intending
to let the said Reuen and complainants
have it if they should so choose; that
this defendant was desirous of retaining

an interest if the said complainants were willing and offered to take an interest equal to one third of the purchase and that in the event said Person & complainants were willing that this defendant should have any interest therein, and that then and in such case to let them the said Person & complainants have the whole of said premises in the manner herein before mentioned and this defendant being informed by said Person & complainants that they would prefer the whole he gave them his Bond to that effect as by reference thereto will more fully appear —

80.

And this defendant further answering says that he was not nor is the agent of the said Person and complainants further or otherwise than he this defendant has herein explained the character and nature of the relation between this defendant and said complainants in reference to this whole matter —

And this defendant further answering begs leave to refer to the correspondence and letters herein mentioned & prayed to in relation to the subject matter of this suit or to copies of the same hereto annexed which the defendant may be taken as a part & parcel of his answer herein — And this defendant submits whether under the circumstances he ought in Equity ever to refund the said

[1999-41]

complainants the said sum of Three hundred and seventy five Dollars hereinbefore mentioned and advanced

90. And this defendant having fully answered said Bill in all matters necessary and material for him to make answer unto humbly prays to be hence dismissed with his reasonable costs & charges in that behalf most wrongfully sustained

Charles Tallmadge

By Huntington & Smith

His Solicitors

Letter from William Resen to C. Fallambe

91

Mr. C. Fallambe Cincinatti Sept 14, 1848

Dear Sir — In accordance with my promise made at your place I embrace the earliest opportunity to write you relative to the purchase of 6 acres of ground lying on Madison Avenue 1¾ miles from the Bridge the same you talked trading for when I left — I sent word by Mr Baldwin that I would take it. The owner offered it to me for ⅓ cash bal in 3 years and said he would do still better, perhaps a ⅓ cash would do, if you have not traded for it. Please see him & if he is of the same mind close the bargain at the terms proposed or better if they can be made, you may draw on us at three days sight & we will send you draft on N York for the cash payment. Please have the title examined and make the deed to our firm — Viz William Resen James P. Kilbreth & P. Harvey De Camp Style of firm is Resen Kilbreth & De Camp Send us a/c of expenses Your commissions &c & we will remit the same by return Mail, if there is any speculation on hand of which you are acquainted — Please inform me giving description of situation &c My regards to your Lady Say to Mr Baldwin that I will write him as soon

A.

[illegible]

as I hear from Dr Wood —

Respectfully Yrs

William Person

92

Cincinatti
Hamilton Co
Ohio

P.S. When did the sale go off & what did ground sell for on Madison St west of School Section = Can any be purchased there at a bargain —

Letter from C. Fallambe To William Person Esq

Chicago Sept 30 1848

Mr Person

Dear Sir.

Yours of the 14th inst came safe to hand few days since. I called directly upon Green & found the matter of the six acres thus situated — 5 acres he had purchased, but had Encumbrance as collateral surety the other acre had bot but had not paid, not got any title — I made contract for the 5 acres & got his Deed = I have a contract with Ogden who has the incumbrance that he will my notes that I gave Green satisfy the claim. I have had Esq Clark make an abstract of the title — the payments can be as you state in part, which was the best I could do One half down & bal in one two & three years

B.

equally divided. hoping you will be satisfied with the arrangement. you may forward to me a dft on W. G. for One half of $ 750.00 for the 5 acres which is $ 375.00 & I will execute bond for a Deed or I will give a Deed & take a Mortgage due as stated - I will do it correct & submit it. Esqr Claus & Judge Smith. please let me hear from you by return of Mail —

Yours C. Fallansbe

93.

Balding still keeps his 6 acres on the Lake - he has had numb offs for property in the city = The Canal Sale went of very spirited some 100 per ct above the appraisal all property sold = Land sold from 100 to 300 pr acre on Madison street some was out West - I think that will be got 5 or 10 acres this side the 5 of Greens half mile this side for $150 the man ask two hundred

Yours

Letter from William Person T. C. Fallansbe Esq

Cincinatti Oct 20th 1848

C. Fallansbe Esqr

Dear Sir - Yours of the first of the month came duly to hand a few

I 12291-H3

days since = We are satisfied in regard to the purchase and as requested inclose You draft on New York for $375.00 = You make a deed for the same to our firm Jesse Kilbreth & DeCamp full names are William Penn Harvey DeCamp & James P. Kilbreth. You write me that You can probably purchase 5 or 10 acres this side of the Green Tract for $150 - please see what it can be got for. give directions in regard to situation which side of Madison St & how far from School House & the terms upon which it can be bought = Also if any other Tracts can be bought at a Bargain we would like to know of them as You obtain information — I wrote Messrs Rue & Rucker relative to any bargains that might come under their notice ask them if they received my letter — I shall probably make You a visit next summer if my life be spared My kind regards to your good Lady — And I remain most respectfully Yr Obedient - Servant

94

William Penn

Can you not get the other acre in the Green Tract, and what portion of the Lot does it come off of. Green I suppose pay the taxes for this year - see that there is no Judgement against

him = Can the property be rented &c —

W. P.

95. The draft enclosed is made payable to Person Kilbreth &c — which is an error in the style of the firm — I endorse it the same which accounts for the discrepancy —

Letter from William Person Jr to C. Fallcanbe

Cincinnatti Nov 21 1848

The next letter of Nov 1/48 should precede this in the order — It is from Fallcanbe To Person

Mr. C. Fallcanbe

Dear Sir = Your favr of the 3rd came to hand yesterday regret to hear of the difficulty you have had in the Green Tract & that it was not clear in regard to title — The purchase of the 10 acres as described by you suits us. & mine & alone in this matter Should very much like you to join me in the purchase as there is three of us it would make it quite a small affair to divide it any time — You may have the Deed made out as before directed in my last letter the money already sent meet the cash payment required = And if you will inform us how you wish the notes drawn & to who payable we will remit them to you to close the matter I have a friend who would like to make a small investment in your place — if you

5/12291-44

hear of any more that you think would be advantageous to purchase & would like to join yourself it would be agreeable. I would also personally take an interest in you Next Year can send the Deed duly made out. Recorded & acknowledged & we will return the necessary documents to close the affair — I would like to know if you elected Van Buren President out your way & what you think of the present party now — how is trade in your country — Price of Pork and wheat — They kind regards to you Lady & Dumain —

96.

Most respectfully Yr Obt Servant

William Swan

The cost Expenses &c please make a Memorandum of & when we get through will close them up by remittance

Letter from Fallansbee To Green

Chicago Nov 7th 1848

Mr William Green

97

Dear Sir = Yours enclosing a dft for $375 has been rec'd with instructions to buy Green & acres & should recd answer before I found his wealth very tangled up as to title & after coming to the conclusion of abandoning it I have been up to Green three times and had some expense to get at the title safe - I had Deed made out and all ackd by Green and wife & after searching I found Miss Kinzie had the right of dower of this land I went & talked with Kinzie he said the company sist but the lands did not do as they agreed with him & said the idea she had a claim & with the advice of my attorney I drop it & think you would do the same for me, and approve of my conse = I have got a writing from a man until I can get answer from you for the refusal of ten acres of land lays high and beautiful much high than Green its forty rods above Green on the opposite side fronting South on Madison St & has St land all around it & can be subdivided & money made out of it - There is number of dwellings going up near = I want to buy in joint Comp

E.

[12291-45]

98

with you = I can buy it for $150 for acre make
$500 and pay as follows $300 in property I have
& the bal/4 down 1/4 in one two & three years
with interest at 6 per ct or if you do not. a
partner I will make the bargain for you
& I will receive pay in the same property
as You have written in yours to inform you as
I do so. the title is good come from the
State = Ogden sold directly opposite to a man
by the name of McGraw at $150 I mention
this fact. let you know how the property is selling
80 rods this side of Green — I can buy 5 acres
at $250 that is the best I can do- property is
much sought for in this neighborhood & you
may depend upon it there is money in the
10 acres = I have given you description of —
I will hold on & wait further instructions &
every thing shall be done according to your
mind — Your early attention will be necessary

Yours Respectfully
C Tallandee

P.S. You must excuse my neglect in not
writing before = I have been sick for number
of days, on a/c the 10 acres — Invest out
a foot and see the land

C T

Letter from Fallansbee To Season

99

Chicago December 8th 1848

Mr William Season

Dear Sir

Yrs of Nov 27th came to hand in due time & in answer I can say that I have bought the 10 acres of land mentioned in my last of Nov 7 to you on the same terms— I have got a bond from the purchaser for a Deed when the balance of the several paymts are due and paid which will be the 1st of Sept 1849, 1850 & 1851 with 6 per ct interest—

You will bear in mind there will be no taxes until 1852— I will send you a Bond duly acknowledged and on record & Guarantee a good Deed—

I will wait your instructions

Yours very respectfully

C Fallansbee

You say you would like to if we elected New Buren— We did here and beyond all Expectation— he swept the board in this part— Prod has bee some dull Porks 16/- Pr 24/- pr head— Wheat 4/- & 5/—

My Lady sends her kin respects— Yours.

C F

[illegible]

Letter from Jesse D. Ballanbe

100.

Dear Sir

Cincinatti Dec 8. 1848

Nearly five weeks having elapsed since we last wrote you & not having heard from you as we expected we again write supposing it may have occured that our letter did not reach you in my last I stated to you that we would take the 10 acres spoken of, declined a partnership for the reason that it would be in the hands of three of us we are desirous of having the matter closed — My partners are unacquainted with you & they are disposed occasionally to Quiz me in relation to my arrangements with you as for myself I have my confidence that you will do all things right & the delay arises from necessity on your part — Still I hope you will be enabled to close up the present affair as soon as possible I have a friend who is desirous of making an investment in your place in a small way & if you could find say 15 acres more he with myself would join you in the purchase or would take it on our own a/c — I had a letter from Mr Baldwin he also speaks of 10 acres for sale which I suppose is the same referred to by you — I did not answer his letter having informed you to close the papers for the land — Please let me hear from you immediately & I am respectfully

Yrs William Person

Letter from Jesse D. Fallanbee

101

Cincinnati Jan 12, 1849

Dear Sir

Your last of Dec 8 came to hand in due course of mail having written you before yours came to hand we supposed you would send on the papers without again hearing from us the purchase & arrangements made meet our approbation = Please send on the papers duly made out - we have some few cases of Cholera among us = Later dates from N. Orleans declare it to be no longer an epidemic — Cold weather appears to banish the disease I believe I informed you that the papers be made out to our firm - Jesse Hilbreth & De Camp viz William Jesse James D. Hilbreth Henry De Camp —

Please attend to this matter promptly & you will much oblige —

Yr Obt Servant.

William Jesse

$12291-47

From J. Fallambe

Cincinatti February 14th 1849

102 Mr C Fallambe

Dear Sir = Yours of Decem 8 came to hand in due time a few days previous I wrote you requesting you to send on the documents relative to the purchase of the 10 acres = January 12 I again wrote repeating the request since which time I have not heard from you — I think it is full time that we were in receipt of them & hope you will send them without any further delay = We have had a mild winter much rain some thunder = General Taylor will be here to-day after to-morrow on his way to Washington — How are the times with You & the Spring prospect — we expect a great business year & should we import 100 Millions of California Gold, Real Estate will advance very much and money will be plenty = how much do you want in Chicago — this world is going crazy enough — upon all subjects save religion in that our church has done something this winter — the Charge to which I am attached we have for our Pastor Rev D John D. Mitchell formerly of Chicago we like him very much — Please let me hear from on receipt of this & Remain Respectfully Yr. Obt Servant

William Fessing

Jesse T. Fallansbee

103.

Cincinatti March 31 1849

Dear Sir

My two last letters remain unanswered - for what cause I am unable to assign the reason - In your last you promised to make out the papers - Relative to the 13 acres of ground, but for us, since which time it seems that you take no notice of my letters - Please inform me in regard to the affair & what the difficulties are that have prevented this matter from being closed up & you will much oblige

Respectfully Yrs

William Jesson

C. Fallansbee To Jesson

Chicago 7 Apl 1849

Dear Sir

Yrs of Mch 31 is this day rec'd signifying me & unable to assign the reason & do not forward the papers of the 13 acres of land - I am enjoined in giving your letter informing me such news - On the 22 of Jany Yrs papers were made out & sended in the

Clerks office soon as possible & forwarded to
you on the 1 of Feb last Why you have not
104 received them I'm not able to learn —
Yours Very Respectfully
Wm Lesser C. Fallandsbee

Lesser Kilbreth & De Camp To Fallandsbee

Dear Sir Cincinnatti May 11. 1849
Your favor of last month came duly
to hand which explains satisfactorially the
affair which for some time to us was rather sing-
ular — The letter you state us containing the
Bond did not come to hand — The last we recei-
ved of yours bears Post Mark Dec 13 1848 —
Please Make out or have the Recorder make out
a duplicate of the necessary papers at our expense
& forward the same — We have some Cholera — Yester-
day 24. Cases 6. deaths. it is confined to the dissipated
& those whose manner of life is bad. commencing
with Dysentary. it is not thought to be in the
shape of an Epidemic. myself & One of my
Partners will probably make you a visit this Summer
We would have replied sooner to your last had we
have had the time to spare — Respectfully Yr. Obt Servants
Fr. C. Fallandsbee Esq Lesser Kilbreth & De. Camp

C. Fallambee T. Irwin Kilbreth & De Camp

105.

Chicago May 24. 1849

Gent Irwin Kilbreth & De-Camp

Yours of
inst was rec'd in due course of Mail = The
fire and other matters has had a tendency
of few days delay in answering Yours = Enclosed
you will find Copy of the Original bond —
I think before this reaches you, the old one
must come to light = Expenses we will eight
some day — Please answer this by return
Mail — I shall wait with impatience until
I get word you have it safe —

Respectfully Yours
C. Fallambee

Irwin Kilbreth & De Camp Chgo

C. Fallambee T. Irwin Kilbreth & De Camp

Chicago June 5th 1849

Messrs Irwin Kilbreth & De Camp

Yours of the
30th of April has this day been rec'd — I
feel pleased you have got the bond &
suits In regard to your inquiries as to future
& present prospect of our city, at present you

$1299-49

N

106

must be aware that they are against us = Still our city is going ahead particularly on the river and west side of the same as to future — Chicago is bound to be a mighty city & that very soon = as you make mignies = I must add I had an offer before I wrote you my last $200 per acre for 5 acres of that Block. pay to meet pay — I do think it would be policy to fence the Block next fall or spring. I have Cotton Wood trees set around inside = they grow very quick here = I can get them furnished set & warranted for 10c E. it may rent as pasture &c think of it = I will give you account of a Block cut up by a man the (Name) Roberts on lying north on Lake St it cost him $1700 12th of September last = he has sold at auction at different times to the amount of $2000 & has got 8 of the best lots now left = You can see when you come out = Let me hear from you — we have some Cholera — from 2 To 7 deaths every day

Yours Respectfully

C Fallanbee

C. Fallanbee T. Pearson Kilbreth & De Camp

107.

(1)

Chicago August 8th 1849

Sirs

The payment of the 10 acres of land will be due on the first ~~day~~ of September next amt 375 = Interest up & due 1 Sept 1849. 67.50 $442.50

You may please send draft to A. G. = I start this day direct yours Draper Storm & Smith & on return I will forward receipts for the above

Yours in haste

C. Fallanbee

P. S.

Mr Pearson = Dear Sir

Undoubtedly you have hear of our fire = it threw me out of business my loss $8500 Insurance $6500 = I have got my store commenced again & under way = It is to be 4 stories high & on the ground 110 feet & entirely fire proof = How is all your family Mine has been well all the season — The Cholera is abating now with us from 10 to 15 deaths per day —

Yours Respectfully

C. Fallanbee

[1291-50]

C. Fallansbe To Jason Hilbeth & Debamp

108

Chicago Sept 11th 1849

Messrs Jason Hilbeth & Debamp

Gent = Wrote you on the 8th of August if you pleased you might send me draft to Cooper Storm & Smith N.Y. = I got home some ten days since & I telegraphed to day & cant hear & that. never they have not rec'd any draft = will you send it to me or them - as I need the funds being one of the unfortunate sufferers in the late fire = The rent due 1 Sept 375

Interest on back and due 69.50

$ 444.50

Please let me hear by return mail —

Yours very Respectfully

C. Fallansbe

Mr Jason

Dear Sir = My lady wished to be remembered by you = I have been to New York since the fire & now receiving my goods — I got store where I am doing business opposite the old one = I am building two good fire proof Stores = I lost some $ 2,700 we have some 3 To 5 deaths per day

Yours

Isaac T. C. Fallanbee

Cincinatti Nov 24 1849

Dear Sir

107

Having been absent for some weeks from the city & since my return been very much engaged - is the reason why you have not been written to before - I regret to say that the purchase which you made for us that I am very much disappointed - Having before me conclusive evidence that at Public Sale the ground purchased by you for us at $150 brought only $60. leads me unavoidably to the conclusion that you have not in this matter done as I was induced to believe you would have done in your letter of Sept 28th 1848 you inform me that the Canal Sale went off with great Spirit some 100 per cent above the appraisal & all property in Madison St from 100 to 300 dolls per acre. some out lots of the Tract you purchased for us - Now what are the facts Not one in thirty sold above the appraisment Take the Section in which ours is situated there were 64 lots put up for sale 33 out of the 64 sold for 32,970 Dolls and were appraised at 32,050 Dolls selling them about 3 per cent above the appraisal - how does this agree with your representations? You say that ground bought

5/2291-52

110.

on that st from 1 To 300 $ dolls per acre=
Some of it (meaning of course that which brought
only $100) lying out west- Stevens is the farthest
that sold on that street & brought only $60 which
the highest that sold on that street for one mile
nearer Town was 130 dollars= You were aware
that I supposed 150$ a fair price for ground
in that section which was the case when I
was there which appears to have been the case
It was fortuitous for when the sale took place
it was only worth $60 & in that neighborhood
You should have made the purchase= You
saw an opportunity to impose on me, because
I knew not that fact & make the purchase
to wit: the price as it was when I was there=
I leave You to judge if this is doing as you
would like to be done by & then in all your
letters you have labored to induce us to
believe we had got a bargain & in June
& one month after the sale in May you
inform me that before you wrote You last
letter which was May 24th about the time of
the sale that you had an offer of $200 per
acre for 5 acres of said ground & ground had
sold that month nearer Town - at public au-
ction for about one half that only half mile
nearer town- these things appear strange to us

if you had an offer of that kind you should have informed us & we would have sold it without hesitation; this makes the affair only so much worse than it was before after charging us 100 per cent more than ground was worth & being offered $50 per acre more than we pay & not informing us of it is the meanest cut of all" To me a homely phrase "the more this matter is stirred the worse it smells"= To conclude this matter I think the transaction shows you must have had some special interest to subserve & we are willing perfectly for any man to make money off us provided it is done fairly= I am not willing to believe that you are unacquainted with the facts before stated, or in regard to the value of property in Chicago- You have the reputation of being very keen in making a bargain as the results have shown- therefore I conclude you are not easily deceived in any business transaction respecially in one as plain as this- Can you defend the case and show that you have dealt fairly with us? if so we wait to hear it. Has or did property advance so rapidly in that part of the city in so short a period= the facts show otherwise= Lot No 60 same section= Street & side of Street ½ mile nearer Town

[1229/-52]

do you suppose it sold for $200 or even $150 8
months subsequent? No it brought $102 per acre
112 appraised when ours was at 50 per cent higher—
I supposed - Mr Sollander that you would
have acted in this matter as you would for
yourself; on the score of Friendship = Perhaps
you have adopted the Motto No friendship
in trade = But you entrusted a matter of this
kind to me do you suppose I would have
bought a lot for You at $1500 - which sold
only a few weeks before for $600 & when a
large surplus appraised the same was not sold
for the want of bidders = Would I not have
waited in preference 8 months and purchased
a much better one half mile nearer Town
for about $1000 = You must be aware after
reviewing the whole Matter that you have
not treated us well. were you to charge
us One thousand for the Lot we would be
satisfied & feel that you are disposed to do right
If this does not meet your approbation then
send us our money in Draft on New York adding
in 10 per cent interest & we will return you
the Bond which we hold duly assigned
Please let us hear from you as soon as convenient
I remain truly Yours
William Devon

William Person To C. Fallanbe

113.

Cincinatti Jan 19 1850

Dear Sir

I wrote you some two or three months since making a proposition in regard to the settlement of the purchase you made for us did you receive any letter if so what is your reply? the same such affairs are clared the better —

Respectfully Yours

William Person

R.

C. Fallanbee To Person

Chicago Jany 26th 1850

Dear Sir

S

Yours of the 19th is this day recd calling on me to know if I recd your letter of some two or three months since — I did receive one dated Nov 24th 49 & answered the same dated Dec 1849 the following is copy —

Mr Person

Sir — Your letter under date of 24th Nov was duly recd & I must say that I was very much surprised on receiving such a communication — You seem in very many expressions

12291-53

there to impeach my integrity in the purchase
then refused to made on your account and
ask me to put myself for the defence like a felon
And this to when I have acted in the best
good faith towards you through out the whole
transaction & in accordance with your written
instructions = I feel humbled almost to be
called on to vindicate my integrity in this
affair under the circumstances = In the fall
of /48 you were here personally and learning
I was about to purchase six acres of land
in the neighborhood of Green at $150 per acre
desired me to purchase the same on your
account, but before it could be effected you
left, on the 14th Sept you wrote me a letter
urging me to secure it for you — in & draw on
you for payments in compliance with your in-
structions = See my letter under date of 30th
Sept /48 after making the purchase I spent
considerable time in the investigation of Greens
title & paid some $17. on account of the in-
vestigation for abstracts &c = On the 7th Nov
/48 I wrote to you of the character of Greens
title & that it would be useless to buy of him
on the ground of the imperfection of his
title & gave it up = In your reply you express
your regret & at the same time satisfaction in

115

S.

regard to my course in the matter & urged me to find some speculation = I wrote a description of the 10 acres in Question, stating the location price & payment & prepared to take one third of the purchase = On the 21st Inst Gen wrote me stating your disinclination to allow me to become united with you to the extent of 1/3 and urged me to secure the lot for you — but I delayed and wrote you again on the 9th Decm giving a description of the ground in question and stating to you that I would await your instructions = On the 18th Decm You wrote me again on the subject and prepared me to forward you the papers which I accordingly did = In all letters you express yourself fully satisfied with every step taken by me to further your interest in this Matter You allege that I have made false representations touching this matter = Now I ask is this reasonable charitable & fair? when I have placed every fact connected with this purchase as full as my own knowledge extended in your possession before you made the purchase, and you made the purchase with your eyes wide open = & so far as I could open them with truths — And now I say the purchase is a good

[10291-58]

one and will turn out so in the end notwithstanding all arguments may be brot forward to shew it otherwise — x —

116 previous to the 1st Sept last upon which the payment fell due I wrote you & rec'd no answer — I wrote again and got no answer both times I called for the payments to be forwarded — about the 1st of Nov De Camp called on me & desired to see the land — I went and showed it to him we parted he said he would call on me again after dinner and give me Draft on New York he did not call until evening or next day & then he began to charge me with treachery & infidelity to his interest & said he never knew any thing about my correspondence in relation to it and wanted to see it. I showed him all the papers between you and myself in relation to the transaction — He fully exonerated me from all blame in the Matter & expressed himself satisfied with the whole I had done in the premises — he then seemed to pitch on you — said you would do anything & conveying the idea that you knew nothing about business &c — Now all I ask of you is to remit me the payment on this purchase

now due or from hereafter hold you peace
Yours &c
C. Fallansbee

117

In Chancery
Gilbert L. Debaun | Cook Co Court of Com Pleas
vs
Chas. Fallansbee |

It is hereby stipulated and agreed that the foregoing is a correct copy of the correspondence relating to the purchase of the land mentioned in complainants Bill of complaint filed herein, and may be used and read in evidence in this cause, the same as if said letters had been proved by depositions or produced in Court, subject to like objections (if any) as the original letters would be if so produced
Nov 4th 1853

Goodrich & Scoville
Complts Solrs
A. Huntington
Solr for Defendant

[12291-55]

118.

Cook County Court of
Common Pleas.

1

Fallas

Letter from William Pearson T. C. Fallansbee

119

Cincinatti Sept 14. 1848

Mr. C. Fallansbe

Dear Sir= In accordance with my promise made at your place I embrace the earliest opportunity to write you relative to the purchase of 6 acres of ground lying on Madison Avenue 1¾ Miles from the Bridge the same you talked trading for when I left. I sent word by Mr Baldwin that I would take it— The owner offered it to me for ready cash but in 3 years and said he would do still better perhaps for cash would do. if you have not traded for it. Please see him if he is of the same mind close the bargain at the terms proposed or better if they can be made; you may draw on us at 3 days sight, or we will send you draft on N York for the Cash payments— Please have the title examined & make the Deed to our firm — viz;

William Pearson James Hilbreth & Nancy De Camp= Style of firm Pearson Hilbreth & De Camp— Send us a/c of expenses your commission &c & we will remit the same by return mail; if there is any speculations on hand of which you are

Copy of Letter from Wm Pearson dated Sept 14th 1848 to C. Fallansbee in relation to purchase of land in Columbia Township

30 - 1848

[12391-5]

my notes that I gave Green & satisfy the claim
I have had Esq. Clark make an abstract of the
title — The payments can be as you stated in
121 part, which was the best I cuud do = One half
down & bal in one two & three years equally divided
hoping you will be satisfied with the arrangmt you
may forward to me a Draft on N.Y. for one half of
$750.00 for the 5 acres which is $375.00 & I will exe-
cute a bond for a Deed & or I will give a Deed
& take a Mortgage due as stated = I will do it
cuuct and submit it Esq Clark & Judge Smith-
Yes let me hear from you by return mail —

Yours

C. Fallansbee

Balding still keeps his 6 acres on the Lake
He has had numb offs for property in the city
The Canal Sales went off very spirited some 100 —
per cent above the appraisal; all property sold —
Land sold from 100 to 300 per acre on Madison
street some ways out West = Thing there mite
be got 5 or 10 acres this side the 5 of Greens half
mile this side for $150 the man ask $200

Yours &c

L 12291-57

3 Letter from William Penn to C. Follansbe Esqr

122

Cincinatti Oct 20 1848

C. Follansbe Esqr:

Dear Sir

Yrs of the first of the month came duly to hand a few days since we are satisfied in regard to the purchase and as requested enclose Draft on New York for $375.00 You make a deed for the same to our firm. Penn Kilbreth & De. Camp = full names are William Penn James S. Kilbreth & Harvey De. Camp.

You write me that you can probably purchase 5 or 10 acres this side of the Penn Tract for $150 please see what it can be got for give directions in regard to situation which side of Madison St & how far from school house & the terms upon which it can be bought = also if any other tracts can be bought at a bargain we would like to know of them as you obtain information Private Mem Rec Rucker relative to any bargains that might come under their notice as them if they received my letter = I shall probably make you a visit next summer if my life be spared. My kind regards to Your good Lady

And I remain Most Respectfully
Yr. obedient Servant
William Penn

Can you not get the other acre in the Green tract and what portion of the lot does it come off of = Green & supposse should pay the taxes for the year = see that there is no judgment against him. can the property be rented &c

W. P.

123.

The draft enclosed is made payable to Pearson Kilbreth & Co which is wrong in the style of the firm & endorse it the same which accounts for the discrepancy —.—

5

Letter from William Pearson To Mr. C. Fallansbee

The next letter of Nov 9. 1848 should precede this in the Order — it is from Fallansbee To Pearson

Cincinatti Nov. 21. 1848

Mr. C. Fallansbee

Dear Sir

Your favor of the 9th came to hand yesterday, regret to hear of the difficulty you have had in the Green Tract that it was not clear in regard to title —. The purchase of the 10 acres as described by you suits us & were I alone in this matter I would very much like you to join me in the purchase as there is three of us it would make it quite a small affair to divide it any more —

You may have the Deed made out as before

L#2291-58

directed in my last letter the money already sent meets the cash payment required = And if you will inform us how you wish the Notes drawn & to who payable we will remit them to you to close the matter — I have a friend who would like to make a small investment in your place if you hear of any more that you think would be advantageous to purchase & would like to join yourself it would be agreeable — I would also personally take an interest in your next you can send the Deed duly made out Recorded & acknowledged & we will return the necessary ~~papers~~ documents to close the affair

I would like to know if you elected Van Buren President out your way & what you think of the Free soil Party now — How is trade in your country — Price of Pork & Wheat — —

Very kind regard to your Lady & Remain
Most Respectfully Yr Obt Servant
William Turner

124.

The cash expenses please make a memorandum of & when we get through will close them up by remittance — —

4 Letter from Fallansbee to Jesse

Chicago Jan 9th 1848

Mr Wm Jesse Dear Sir

125. Yours inclosing a draft for $375 has been rec'd with instructions to buy Greens 5 acres & shared Not answer before — I found his matters very tangled up as to his title & after coming to the conclusion of abandoning it — I have been up to Greens three times & had some expense to get at the title safe — I had Deed made out and all signed by Green & wife & after searching I found Miss Grizzie had the Right of Dower of this land — I went and talked with Grizzie he said the Company first bot the land did not do as they agreed with him & cared the idea she had a claim & with the advice of my attorney I dropt it & think you cowed do the same for me & approve of my course — "

I have got a writing from a man until I can get answer from you for the refusal of Ten acres of Land. lays high and beautiful much high than Greens it is 40 rods above Greens on the opposite side fronting South on Madison St has St land all around it & can be sub-divided & Money made out of it — there is Number of dwellings going up near — I want to buy in joint Comp with you — I can buy it for $150

[12291-59]

per acre make $1500 & pay as follows $500 in property I have & the bal ⅓ down & ⅓ in one two & three years with interest at 6 per cent or if you do not wish a partner I will make the bargain for you & I will receive pay in the same proportion as you have written in yours to inform you, I do so. the title is good, came from the State Ogden sold directly opposite to a man by the name of McGraw at $150 – I mention this fact let you know how the property is selling 80 rods this side of Spears – I can buy 5 acres at $250 that is the best I can do, property is much sought for in this neighborhood & you may depend on it there is money in the ten acres I have given you description of —"—

126.

I will hold on and wait further instructions & every thing shall be done according to your mind. your early attention will be necessary

Yours Respectfully
C. Fallansbee

P. S. You must excuse my neglect in not writing before. I have been sick for number of days on a/c the 10 acres & yesterday went out a foot & see the land

C. F —

6

Letter from Fallansbee To Jerson

Chicago Dec 8th 1848

127

Mr. Wm Jerson

Dear Sir Yours of Nov 20 come to hand in due time & in answer I can say that I have bought the 15 acres of land mentioned in my last of Nov 7. to you on the same terms— I have got a bond from the purchaser for a Deed when the balance of the several payments are due & paid, which will be the 1st of Sept 1849, 1850 & 1851. with 6 pr ct interest— You will bear in mind there will be no taxes until 1852— I will send you a bond duly acknowledged and on Record & Guarantee a good Deed—

I will wait your instructions—

Yours

Very Respectfully

C. Fallansbee

You say you would like to if we elected Van Buren = We did here & beyond all expectations he swept the board in this part = Trade has been some dull = Pork 16/- To 24/- pr Bbl = Wheat 4/- To 5/-

my lady sends her kind Respects —

Yours &c C. F.—

[illegible]

7 Letter from Jesse D. Fallandsbee

128

Cincinatti Dec 18. 1848

Dear Sir -

Nearly five Weeks having elapsed since we last wrote you & not having heard from you as we expected we again write - supposing it may have occured that our letter did not reach you = In my last I stated to you that we would take the 10 acres spoken of. declined partnership for the reason that it would be in the hands of three of us = We are desirous of having the matter closed - My partners are unacquainted with you & they are disposed occasionally to Quiz me in relation to my arrangements with you - As for myself I have every confidence that you will do all things right & the delay arises from necessity on your part - Still I hope you will be enabled to close up the present affair as soon as possible - I have a friend who is desirous of making an investment in your place in a small way & if you could for the way to accommodate me with - myself would join you in the purchase & would take it on our own a/c - -

I had a letter from Mr Baldwin he also speaks of 10 acres for sale which description is the same refered to you by you - I did not answer his letter

having informed you to close the papers for the land — Please let me hear from you immediately & I am Respectfully Yrs

William Pierson

129.

8 Letter from Pierson To Fallandsbee

Cincinatti June 12 1849

Dear Sir

Yrs last of Dec 8. came to hand in due course of mail having written you before yours came to hand we supposed you would send on the papers without again hearing from us the purchase & arrangements Made meet our approbation = Please send on the papers duly made out — We have some few cases of Cholera among us = Late dates from N. Orleans declare it to be no longer an epidemick = Cold weather appears to banish the disease I believe I informed you that the papers be made out to our Firm = Pierson Hilbreth & De Camp viz William Pierson James S. Hilbreth & Harvey De Camp = Please attend to this matter promptly & you will much oblige

Yr Obt Servant

William Pierson

[12291-41]

9 Letter from Person To Fallandsbee

130.

Cincinatti February 14. 1849

Mr. C. Fallandsbee

Dear Sir = Yours of Dec 8 came to hand in due time, a few days previous I wrote you requesting You to send on the Documents relative to the purchase of the 12 acres January 12 I again wrote repeating the request since which time I have not heard from you I think it is full time that we were in receipt of them & I hope you will remit them without any further delay = We have had a mild winter much rain some cholera = General Taylor will be here - Day after to-morrow on his way to Washington how are the times with you & the Spring prospect = We expect a great Business year & should we import 100. Millions of California Gold = Real Estate will advance very much & money will be plenty - how much do you want in Chicago = this world is going ahead enough upon all subjects - save religion In that Our Church have done something this winter - the Charge to which I am attached we have for our pastor Rev John J. Mitchell formerly of Chicago = We like him very much. Please let me hear from on receipt of this & remain Respectfully Yr Obt Servant —

William Person

10

Jesse D. Fallandbe

Cincinatti March 31 1849

137 Dear Sir

My 2 last letters remain unanswered for what cause I am unable to assign the reason = In your last you promised to make out the papers relative to the 12 acres of ground but for us = Since which time it seems that you take no notice of my letters = Please inform me in regard to the affair & what the difficulties are that have prevented this matter from being closed up & you will much oblige

Respectfully Yrs

William Jesson

11 C. Fallandbe To Jesson

Chicago 7. Apl 1849

Dear Sir

Yours of Mch 31 is this day rec'd surprising me & unable to assign the reason I do not forward the papers of the 12 acres of land = I'm surprised in getting your letter informing me such news —

On the 22d of Jany your papers were made out. Recorded in the Clerks Office. Soon as

SL229-60

possible & forwarded to you on the 1 of Feb last – Why you have not received them I'm not able to learn –

Yours very Respectfully
C. Follansbee

132

William Dean Esqr

12 Dean Kilbreth & De Camp & Follansbee

Cincinatti May 11. 1849

Dear Sir –

Your favor of last month came duly to hand which explains satisfactorily the affair which for some time to us was rather singular – The letter you wrote us containing the Bond did not come to hand. the last we received of yours bears Post mark Dec 15 1848 – Please make out & have the Recorder make out a Duplicate of the necessary papers at our expense & forward the same we have some Cholera – yesterday 24 cases. 6. Deaths it is confined to the dissipated & those whose manner of life is bad commencing with Dysentary it is not thought to be in the shape of an epidemic –

Myself or one of my partners will probably make you a visit this Summer – We would

have replied sooner to your last had we have had the time to spare

Respectfully yr Obt Servants

133.

To Mr. C. Fallansbee

Jason Kilbreth & De Camp

13 C. Fallansbee To Jason Kilbreth & De Camp

Chicago May 24. 149

Gent Jason Kilbreth & De Camp

Yours of inst was rec'd in due course of mail - The fire and other matters has had a tendency of few days delay in answering Yours = Enclosed you will find Copy of the Original Bond = I think before this reaches you the old one must come to light = Expenses we will right some day = Please answer this by return of mail & shall wait with impatience until I get word you have it safe —

Respectfully Yours

C. Fallansbee

To Jason Kilbreth & De Camp Esqr

12291-63

14 C. Follansbee To Jason. Kilbreth & Debamp

Chicago June 8th 1849

134 Messrs Jason Kilbreth & Debamp

Yours of the 30th of April has this day been recd = & feel pleased you have got the bond and suits in regard to your inquiries as to future & present prospects of our city at present you must be aware that they are against us = Still our city is going ahead particularly on the river and west side of the same = As to future Chicago is bound to be a mighty city & that very soon — & As you make inquiries - & will add & had an offer before & wrote you my last $200 per acre for 5 acres of the Block. pay to meet pay - & do think it would be policy to fence the Block next fall or Spring & have cotton Wood trees set around inside = They grow very quick here - & can get them furnished. set & warranted for 16 cts. it may rent for pasture &c think of it — & will give you account of a Block cut up by a Man the name of Roberton lying North on Lake St: it cost him $1700 - 12th of Sept last he has sold at auction at different times to the amount of $3000 has got 8 of the best lots now left — You can see when you come out:

Let me hear from you — we have some Cholera from 2 to 7 deaths every day — " —

135.

Yours Respectfully
C. Fallansbee

15 C. Fallansbee To Jesse Kilbreth & De Camp

Chicago August 8th 1849

Sirs

The payment of the ten acres of land will be due on the first of Sept next Amt 375
Interest upto due 1 Sept 1849 67.50
$442.50

You may please send draft to A.G. — I start this day. direct yours Cooper Storm & Smith & in return I will forward receipt for the above

Yours in haste
C. Fallansbee

P.S.

Mr Pearson = Dear Sir

Undoubtedly you have heard of our fire — it threw me out of business — my loss $8500.00. Insurance $6.500 I have got my Store commenced again & under way — It is to be 4 stories high on the ground 170 ft & entirely fire proof — How is all your family = Mrs has been well all the season

11291-64

The Cholera is abating now with us - from 10 to 15 deaths per day

Yrs Respectfully
C Fallansbee

136

Do

16 C. Fallansbee To Pearson Kilbreth & De-Camp

Chicago Sept 11th 1849

Messrs Pearson Kilbreth & De Camp

Gent - Wrote you on the 8th of August if you pleased you might send me draft to Cooper Storm & Smith N.Y. I got home some ten days since & Telegraphed to day & cant hear that never they have not rec'd any draft - Will you send it to me or them as I need the funds being of the unfortunate sufferers in the late fire

The Amt due 1 Sept $375.
Interest on back amt due 67.50
$442.50

Please let me hear by return mail

Yours very Respectfully
C. Fallansbee

Mr Pearson

Dear Sir. My lady wished to be remembered to you - I have been to N.Y. since

the fire & now receiving my Goods —
I got store where I am doing business opposite
the old one = I am building two fire proof
stores — I lost some $2700 — we have some
3 to 5 deaths per day — Yours —

137

17 Season T. C. Fallandbe

Cincinatti Nov 24th 1849

Dear Sir

Having been absent for some weeks
from the City & since my return been very
much engaged is the reason why you have
not been written to before = I regret to say
that in the purchase which you made
for us that I am very much disappointed
Having before me conclusive evidence that
at the Public Sale the ground purchased
by you for us at $150 brought only $60 leads
me unavoidably to the conclusion that you
have not in this Matter done at least as
I was induced to believe you would have
done in your letter of Sept 28th 1848 you in-
formed me that the Canal Sale went off
with great Spirit — some 100 per cent above the
Appraisal & all property on Madison Street

[12291-65]

from 100 to 300 Dolls per acre = Some out West of Tract you purchased for us — Now what
138. are the facts. not one in thirty sold above the appraisment —

Take the section in which ours is situated there were 64 lots put up for sale = 33 out of the 64 sold for 32,970 Dolls and were appraised at 32,050 dolls selling them about 3 per cent above the appraisment how does this agree with your representations? You say that ground brought in that Street from one to 300 $ per acre — Some of it (meaning of course that which lost only $100) lying out West — Now ours is the furthest West sold on that Street it brought only $60. whilst the highest that sold in that Street for one mile nearer town was 130 dollars — You were aware that I supposed 150 $ was a fair price for ground in that section — which was the case when I was there which appears to have been the case! It was fictitious for when the sale took place it was only worth $60 — in that neighborhood you should have made the purchase — You saw an opportunity to impose on me because I knew not that fact & make the purchase to suit the price As it was when I was there = Please you to

Judge if this is doing as you would like to be done by & then ni all your letters you have labored to induce us to believe we had got a Bargain & in June 8th One month after the sale & May - you inform me. that before you wrote your last letter which was May 24th & at the time of the sale that you had an offer of $200 per acre for 5 acres of said ground & ground had sold that month Three Lots at public auction for about One half that amt - half Mile nearer Town = These things appear strange to us if you had an offer of that kind you should have informed us & we would have sold it without hesitation = This makes the affair only so much more than it was before. after charging us 100 per cent more than ground was worth & being offered $50 per acre more than we pay & not informing us of it is the "unkindest cut of all" To use a homely phrase "the more this matter is stirred the more it smells" - To conclude this Matter I think the transaction shows you must have had some special interest to subserve & we are willing perfectly for any man to make Money off of us provided it is done fairly = I am not willing to believe that you are unacquainted with the facts before stated - or in regard to the value of

137.

[1229-65]

property in Chicago= You have the reputation of being very keen in making a bargain
141 as the results have shown- therefore I conclude you are not easily deceived- in any business transaction & especially in one as plain as this Can you defend the case and show that you have dealt fairly with me? If so we wait to hear it- Has or did property advance so rapidly in that part of the city in so short a period= The facts show otherwise- Lot No 60 Same Section- Street & side of Street ½ Mile Nearer Town- Do you suppose it sold for $200 or even $150 8 months subsequent? At C. it brought $102 per acre appraised when ours was at 50 per cent higher — I supposed Mr Fallenstein that you would have acted in this Matter as you would for yourself— On the score of Friendship= Perhaps you have adopted the Motto No Friendship in Trade= Had you entrusted a matter of this kind to me do you suppose I would have brought a Lot for you at $1500 which sold only a few weeks before for $600 & when a large surplus appraised the same was not sold for the want of bidders? Would I not have waited in preference 8 months and purchased a much better one half Mile Nearer Town for about $1000

You must be aware after reviewing the whole
Matter that you have not treated us well
141. were you to charge us $1000 for the lot we
would be satisfied & feel that you are dis-
posed to do right — If this does not meet
your approbation then sendus on money
in Draft on New York adding six 10 per cent
interest & we will return you the Bond which
we hold duly assigned = Please let us hear
from you as soon as convenient —

I remain Yours —

William Dixon

18 Wm Dixon To C. Tallmadge

Cincinatti 19. Jan 1850

Dear Sir.

I wrote You some two or three months
since Making a proposition in regard to the Settle
ment of the purchase Made for us - did you rece-
ive My letter, if so, what is Your reply? The sooner
such affairs are closed the better —

Respectfully Yours
William Dixon

[12291-47]

19. C. Fallambe To Jesup

Chicago Jany 26th 1850

142 Dear Sir

Yours of the 19th is this day rec'd calling on me to know if I rec'd your letter of some two or three months since — I did receive one dated Nov 24/49 & answered the same. Dated Dec 1849 —

The following is a Copy

Mr Jesup

Sir Your letter under date of 24th Nov was duly rec'd & I must say that I was very much surprised in receiving such a communication — You seem in very many expressions there to impeach my integrity in the purchase there refered to Made on your account. and ask me to put myself for the defence like a felon. and this too when I have acted in the best good faith towards you throughout the whole transaction & in accordance with your written instructions — I feel humbled almost to be called on to vindicate my integrity in this affair under the circumstances —

In the fall of 48 you were here

personally and learning I was about to pur-
chase six acres of land in the neighborhood
143. of Green at $ 150 per acre desired me to purchase
the same on your account but before it could
be effected you left = On the 14th of Sept you wrote
me a letter urging me to secure it for you & draw on
you for payment in compliance with your instruc-
tions = In my letter under date of 30th Sept /48
after making the purchase I spent considerable
time in the investigation of Greens title & paid
some $17- on a/c of the investigation for abstracts
&c - On the 7th Nov /48 I wrote to you of the charac-
ter of Greens title & that it would be useless to buy
of him on the ground of the imperfection of his
title & gave it up -/- In your reply you express
your regret & at the same time satisfaction in
regard to my course in the matter & urged me
to find some speculation = I wrote a description
of 10 acres in question, stating the location price
& payment & proposed to take one third of the
purchase = On the 21st Nov you wrote me stating
your disinclination to allow me to become
united with you to the extent of 1/3 and urged
me to secure the lot for you = But I delayed
& wrote you again on the 8th Decem giving a
description of the ground in question and stating
to you that I would wait your instructions -

L2291-48

On the 18th Dec you wrote me again on the subject, and proposed to forward you the papers which I accordingly did — In all letters you express yourself fully satisfied with every step taken by me to further your interest in this matter —

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You alledge that I have made false representations touching this matter — How far is this reasonable — charitable or fair? When I have placed every fact connected with this purchase as fully as my own knowledge extended in your possession before you made the purchase, and you made the purchase with your eyes open so far as I could open them with truth — And now I say the purchase is a good one, and will turn out so in the end notwithstanding all arguments may be brought forward to show it otherwise —

Previous to the 1st Sept last upon which the payment fell due, I wrote you & rec'd no answer — I wrote again & got no answer, both times I called for the payments to be forwarded —

About the 1st of Nov De Lamp called on me & desired to see the land — I went & showed it to him — He seen it & expressed himself well pleased & satisfied with me & the land & he said he would call on me again after dinner

& give me Draft on N.Y.— He did not call until evening o next day & then he began to charge me with treachery & infidelity to his interests— & said he never knew anything about my correspon-
145. dence in relation to it & wanted to see it— I showed him all the papers between you & myself in relation to the transaction = He fully exonerated me from all blame in this matter & expressed himself satisfied with the whole I had done in the premises = He then seemed to pitch in & you said you would do any thing & conveying the idea that you knew nothing about business &c— Now all I ask of you is to credit me the payment on this purchase now due or from hereafter had you peace

Yours &c
C. Fallansbee

Cook County Court of Common Pleas

Hibbard & De Camp
vs
C. Fallansbee
} In Chancery

It is hereby stipulated & agreed that the foregoing is a correct copy of the correspondence relating to the purchase

L'2291-69

of the lands mentioned in complainants Bill of complaint filed herein - may be proved and read in evidence in this cause, the same as if said letter had been proved by depositions, or produced in court, subject to like objection (if any) as the original letter would be if so produced -

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Nov 4th 1853

Goodrich & Seville
Complt Sols.

A. Huntington
Sols. for Defendant

147.

James I Kilbreth &
Harvey D. Camp
v
Charles Follansbee

Cook County Court
Of Common Pleas
In Chancery

To the above named defendant or his attorney. Alonzo Huntington Esq
Please to take Notice that on Monday the 27th day of June inst at 2 o'clock P.M of that day we shall proceed to take the testimony of D. D. Pearson & Solomon Keyes witnesses for the above named complainants in this suit before Skelton Kimball Esq Clerk of the above named Court, at his Office in the Court House in Chicago; the Depositions of said Witnesses as taken to be read in evidence on the trial of this cause —

Goodrich & Deville
Camps Solrs

Chicago June 16th 1853

I hereby acknowledge service of notice of which the within is a copy & waive all objections to the taking of said depositions out of the county where the said witnesses reside, they being residents of McHenry Co as I am informed — this 16th day of June 1853 —

Alonzo Huntington
Solrs for Deft Follansbee

Filed in my office this 16th day of June A.D. 1853
Skelton Kimball Clerk
By Marshall Clerk

[1229-70]

1148

The Deposition of E. T. Season and Solomon Keyes Witness produced sworn and examined before Walter Kimball Clerk of the Cook County Court of Common Pleas within & for the County of Cook and State of Illinois on the Twenty seventh day of June A.D. 1853 in pursuance of a Notice hereunto attached — The said depositions to be read as evidence on the trial of a certain suit in Chancery now pending & undetermined in said Court wherein James L. Kellogg and Nancy DeCamp are complainants and Charles Fallenbee defendant on the part & behalf of said complainants —

Present for Complainants Goodrich & Scoville
— Defendant A. Huntington
Solicitors

The said E. T. Season being first duly sworn in answer to the Interogatories propounded by ~~defendant~~ said complainant Solicitors testified as follows to wit —

Interogatory 1st What is your name age and where do you reside and how long have you resided there —

Answer — My name is James T. Pearson am forty six years of age — Reside at Chrystal Lake in McHenry County State of Illinois and have resided there twelve years last past —

149.

Int 2d — Are you acquainted with the location and Quality of the West half of the North West Quarter of section thirty three, Township forty four North of Range seven East of the third principal Meridian in McHenry County And do you know the value of said lot in December Eighteen hundred & forty Eight — If yea: State what its location Quality and value was at that time — Excepted to by Defts Solicitors —

Answer — I have been on the ground recently & have looked at it — It is located about five miles Westerly from Chrystal Lake — The lot is composed of two or three Qualities — it is not uniform — I should Judge about one third of it is suitable for plenghing — perhaps out of that one third there has been & is from two to three acres covered with timber — I should judge about one third of it fit for grass land — and about one third of it wet slough or rush land — I should think that such Quality of land could have been

L(1209-71)

brought at that time from four to three dollars an acre —"—

Int 3d 150 Was that tract at that time in a settled neighborhood or not —

Answer I think it was. there was settlements in the neighborhood of that tract at that time —

Int 4 How near were the settlements to that tract at that time —

Ans I think within the vicinity of a mile there were from four to six families —"—

The Defendants Solicitor excepts to all of the above Interogatories and answers thereto —

D. D. Pierson

The said Solomon Keyes being first duly sworn in answer to the Interogatories and Cross Interogatories propounded to him depose and says

Int 1 What is your name age and where do you reside and how long have resided there —

Answer My name is Solomon Keyes I am fifty
two years of age - I reside at the Town of
157. Dorr - McHenry County State of Illinois &
have resided since the year Eighteen hun-
dred & thirty seven ~~

Int 2d Are you acquainted with the location and
Quality of the West Half of the North West Qua-
ter of Section Thirty Three Township Forty four
North of Range Seven East of the third
principal Meridian in McHenry County
and do you know the value of said Lot in
December Eighteen hundred & forty eight
If yea: State what its location Quality
and value was at that time ~~

Answer I have been acquainted with the loca-
tion of the said tract of land ever since
I have been in the country, have craped it
more or less every year - The Lot is rather broken
there is a narrow strip nearly the length of the
West side from fifteen to twenty rods wide
suitable for cultivation - A Ravine puts
through the centre of it from North to South
composed of floggs & Rushes. a part of that is
suitable for grass. - a Strip on each side of
which is suitable for grass & nothing else

125.

There is a piece on the East side suitable for cultivation that is prarie= It is a liittle
152. over half a mile South West from my land I should not have considered it worth over two dollars per acre at that time = I should think there is not over twenty five acres of the land suitable for cultivation =

Int 3d State particularly what if any settlements there were in the neighborhood at that time

Answer There were several neighbors, on the East, there were six families from a half to three Quarters of a mile from the East line of that lot on the South West - Five families in about one mile - on the North & North West four families - within one mile from the North boundaries of the lot = = =

The defendants Solicitors except to all of the above Interogatories and answers thereto

Solomon Keyes

State of Illinois } ss.
Cook County }

153.

I do hereby certify that the above depositions of J T Pearson and Solomon Keyes was signed by the deponents and sworn to before me & in my presence and that said depositions were taken by me on the 29th day of June A. D 1853 at my office in the City of Chicago in the County aforesaid —

Given under my hand & the seal of said Court this 27th day of June A. D. 1853.

Walter Kimball Clk

The following depositions of Michael Best Samuel Smith & Moses Boon was filed in said Cause on the Sixteenth day of May Eighteen Hundred & fifty five. Kimball

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L1229-23

Cook County Court
of Common Pleas

155.

James J Kilbreth &
Harvey De Camp
vs
Charles Fallambe

In Chancery

To George Manierre Esqr
Solicitor for the Defendant in this suit —

Please to take notice that on Monday
the 23d day of April instant at two o'clock
P.M. of that day we shall proceed to take
the testimony of Michael Best, Sammy
Smith & Moses Brown witnesses for the
complainants in this suit before Roman
Crandall Esq Justice of the peace at his
office in the town of Crystal Lake in the
County of McHenry State of Illinois of
which county the said witnesses are residents
the testimony so taken to be used as evidence
in this suit — &c —

Yours &c
Dated Chicago April 11th 55 - Goodrich & Scoville
Comps Solicitors

I admit service of a copy of the foregoing
notice this 11th day of April 1855
Geo Manierre
Solr for Deft

120

[2291-74]

156

State of Illinois } ss
McHenry County }

The depositions of Moses Boon Michael Best and Samuel Smith taken by and before me Birnan Crandall a Justice of the Peace in and for the said County of McHenry State of Illinois at my office in the Town of Crystal Lake in said County on the twenty third day of April 1855 at two o'clock P M. in pursuance of the aforegoing Notice in a certain cause now pending and undetermined in the Cook County Court of Common Pleas in a certain case wherein Amos P. Kilbeth and Harvey De Camp are Plaintiffs and Charles Hallenbeck is Defendant on the part of said complainants — The said complainants appear by George Scoville Esq their Solicitor No one appearing for the defendant —

The said Moses Boon being first duly sworn according to law by me as a Witness in said cause testifyes as follows to wit:

Interrogatory 1st What is your name age residence and occupation? —

Answer to Question 1st My name is Moses Boon age sixty four

Residence Town of Dorr McHenry County Illinois
occupation a Farmer —"—

157.

Interrogatory 2d Were you acquainted with the location, Quality and value of the West Half of the North West Quarter of Section Thirty Three — Township Forty four North Range Seven East in McHenry County in November and December of 1848 = If so state what at that time was the Quality of said lot of land and the value thereof in cash and also the value of it if sold for one fourth cash and the ballance in equal payments in one two and three years with interest annually in advance at six percent on the deferred payments — State your means of knowledge —

Answer To Question 2d I am acquainted with said lot and was in November and December of 1848 the Quality of the land was as much as half slew and should not value it at that time at more than Government price should not if sold on the terms as above of one two and three years, owned not in that case value it at any more than one Dollar and twenty five cents per acre — I live in section twenty Nine in the same Township and have lived there since 1841 or 2. there is no Road touching said land

5123 91-78

and is so situated that there will not probably
155 be any at that time. there was better land lying
within one and a half miles of said lot to be
entered at Government price —

Moses W. Boon

The said Michael Best being first duly sworn
according to law by me as a witness in said
cause testifies as follows to wit:

Question 1st What is your name age residence and occupation

Answer to Question 1st My name is Michael Best age Forty
three residence Town of Dorr in McHenry coun-
ty Illinois occupation a Farmer —

Question 2d Were you acquainted with the location and
Quality of and value of the West half of the North
West Quarter of section thirty three Township
forty four North. Range seven East in McHenry
County in November and December of 1848
If so state what at that time was the Quality
of said lot of land and the value thereof
in cash and also the value of it if sold for
one fourth Cash and the balance in equal
payments in one two and three years with interest
annually in advance at six per cent on the

deferred payments state your means of knowing?

Answer to 159. Question 2d I suppose & ought to be for I have lived by the side of it since 1840 up to this time the Quality of said lot in November & December of 1848 should think was over half clear, and at that time should not value it to be worth over ten or twelve shillings per acre - either for cash down or on payments as above stated, My land lay adjoining said lot in November of 1848

Michael Best

The said Samuel Smith being first duly sworn according to law by me as a witness in said cause testifies as follows to wit:

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

Answer to Question 1st My name is Samuel Smith age fifty two years - Residence in the Town of Dorr in McHenry County State of Illinois occupation a Farmer!

Question 3d Were you acquainted with the location Quality and value of the West half of the North West Quarter of section Thirty Three, Township forty four North

[12291-76]

Range Seven East in McHenry County in
160 November and December of 1848= Of so state
what at that time was the Quality of said
lot of land and the value of it if sold for
cash, and also the value of it if sold for one
fourth Cash and the ballance in equal pay-
ments of one two and three years with interest
annually in advance at six per cent on the defer
payments– State your means of Knowledge?

Answer To Question 5th I was acquainted with said lot and
have been since 1838 and Know the Quality and
value of it in November and December 1848–
It was over half a dead slew with no timber
on it except a small Island with a scattering
timber of fifteen or twenty trees of burr Oak– and
about half a dozen trees on the South West corner
of said lot– Owned not consider it at that time
to be worth over one Dollar and twenty five cents
per acre whether sold for cash or on time as
heretofore stated– I have lived in section thir-
ty two adjoining it since 1838 up to this time–
Some little scattering trees on the South East
corner at that time –

State of Illinois } S.S. Samuel Smith
McHenry County } I Benoni Crandall a Justice of the
Peace in and for the said County in the State aforesaid do hereby
certify that the foregoing Deposition of Moses H Burr

Michael Best and Samuel Smith in the
case of James J Kilbreth and Harvey De-
161. Camp against Charles Fallansbee in Chancery
in the Circuit County Court of Common Pleas
State of Illinois were taken by and before me
at my office in the town of Crystal Lake in
said County of McHenry on Monday the
twenty third day of April 1855 at two o'clock
P M. & further certify that the said depositi-
tions were reduced to writing by me and
severally signed by the witnesses aforesaid
in my presence as appears in said Depositions
after the testimony of each witness as taken
down aforesaid had been read over to him
by me. and I further certify that each of
said witnesses was duly sworn according to
Law before the commencement of his exam-
nation - & further certify that I issued a
subpoena for said witnesses at the request
of the Plaintiffs attorneys which was duly
returned, served by Charles D. Mathews Const-
able - In witness whereof I have hereunto
set my hand and seal this twenty third
day of April A. D. 1855 -

Witness Fees Birman Crandall J. P.

Morris D Boon one day 1.00, 6 miles travel - Michael Best
1 day $1.00 6 miles travel - Samuel Smith 1 day $1.00 6 miles travel
Charles D. Mathews Constable fees $1.25 = Justice fees taking
Depositions - I certify that the above fees were paid by the Plaintiffs attorney
Birman Crandall J P

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S 12291-97

Birman Crandall J P

State of Illinois } ss.
McHenry County }

I. Elam M Lamb County Clerk of said McHenry county in the State aforesaid do hereby certify that Erman Crandall Esq of the Town of Algonquin in said County was on the 23d day of April 1855 an acting Justice of the Peace in and for said county of McHenry duly commissioned & sworn —

In testimony whereof I have hereunto set my hand and affixed my seal of office this 27th day of April A D 1855 at Woodstock in said County

L S

Elam M Lamb
County Clerk

Fees 35c Paid

The following depositions of Reuben Taylor, John P Russell & James B Rees were filed in said cause on the tenth day of December Eighteen hundred & fifty five, on part of said defendant, to wit

Cook County Court of Common Pleas

163.

Charles Fallansbee
ads
James S. Kilbreth
Henry De Camp

In Chancery

J. Goodrich & Scoville
Solrs of the above complts

Please to take notice that on Tuesday the 12th day of June 1855. at 2 O.Clock P.M I shall proceed to take the Testimony of Reuben Taylor John S. Ewart & James H Rees

Witness for the above named defendants in this suit - before Gideon W. Davenport a Notary Public within for the City of Chicago at his office in Warners Hall

The depositions of said witnesses so to be taken to be read in evidence on the trial of this cause

Dated May 21. 1855

A. Huntington
Solr for Defts

We hereby admit service of a copy of the foregoing Notice this 21st day of June 1855

Goodrich & Scoville
Complts Attys

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L 2291-78

Cook County Court of Common Pleas

164

Charles Fallansbee
ads
James I. Kilbreth &
Harvey De Camp

In Chancery

The depositions of Reuben Taylor John I. Knott and James W. Rees witnesses of lawful age produced sworn and examined by and before me Gideon H. Davenport a Notary Public within and for the City of Chicago in the County of Cook and State of Illinois at my office in Chicago on the twelfth day of June A.D. 1855 pursuant to the Notice hereto annexed and to be read in evidence on the trial of a certain suit in Chancery now pending and undetermined in the Cook County Court of Common Pleas wherein James I. Kilbreth and Harvey De Camp are plaintiffs and Charles Fallansbee is defendant on the part of said defendant and also on cross interrogatories propounded by said Plaintiffs —

Reuben Taylor a witness on the part of defendant was produced sworn and examined and testified as follows —

Interrogatory 1st

What is your name age and where do

165. you reside?

Answer My name is Reuben Taylor. My age is fifty seven years and reside in West Chicago

Int 2d How long have you resided in the Leity of Chicago and in what part of the Leity?

Answer I have been a resident of the Leity of Chicago Sixteen years and have resided in the West part of the Leity all but one Year —"—

Int 3d Are you acquainted with the the value of Real Estate in the West part of the Leity of Chicago

Answer I am some acquainted with the value of Real Estate in the locality near when I reside —"—

Int 4th Do you Know the location of Block Number fifty seven in the subdivission of the Trustees of the Illinois and Michigan Canal of section seven. Town Thirty Nine North Range fourteen East = If yea how long have you known it—

Answer I do know its location I have known it for some years before its subdivision by the Trustees —"—

166

Int 5th What was the value of said Block fifty seven per acre on the seventh day of November A D 1848?

Answer I know of nothing positive as to its exact value at that time but I believe it was sold about that time for double the amount or more than what it sold for at the annual Sales the September previous —

The above answer was objected to by complainants counsel —"—

Int 6th Will you state if you know what said Block was worth per acre on the seventh day of November A D 1848?

Answer Not less than one hundred and fifty dollars per acre —"—

Int 7th What is the name and character of said Block fifty seven. whether wet. dry. high or low land

Answer With draining it is dry land — It is high land at any rate —"—

Dft 8th Is said Block fifty seven. surrounded by laid out Streets and were the Streets laid out previous to November A.D. 1848?

167. (Objected to by Plaintiffs Counsel)

Answer It is surrounded by laid out Streets = The streets were laid out previous to November 1848 —

Nee witness was cross. examined by complainants Counsel — " —

Cross Interogatory 1st — Who were parties to the sale of said Block fifty seven Mentioned in your Answer to the fifth interogatory? and from whom did you derive your information?

Answer Mr Brekley by his agent D and Rattray sold the Block to some unknown person — I. derived my information from Judge Broom

Cross. Int 2d How much was it sold for and who told you?

Objected to by Defendants Counsel

Answer Judge Broom informed me that it was sold for double its purchase money which was sixty dollars per acre — Brekley realized one hundred and twenty dollars per acre, and Rattray realized about one thousand dollars

on the entire Block —" The thousand dollars of
Ratry was indefinite; about a thousand dollars
168 he told me, and I am not positive but what
Ratry sold two Blocks for Buckley and that
the thousand dollars was the profits he realized on the two Blocks

Cross Int 3d Do you know any thing about the sale but what Judge Brown told you?
(Objected to by Defts counsel)

Answer I did not of these particular Lots at that time
nor not that I recollect of at this time —"—

Cross Int 4th What do you base your judgment upon in saying that said Block was worth one hundred and fifty dollars per acre in November A.D. 1848 —

Answer From sales that were made then and in that vicinity, about that time — Mr Ogden asked two hundred dollars per acre in that vicinity about that time —"

Cross Int 5th State particularly what sales, if any were made about that time in that vicinity and on what terms —

Answer I know of none particularly except the one referred to —"—

Cross Int 6th Was not the sale of canal lands in September 1848 and in May 1849 in that vicinity a fair index of the value of lands then on canal terms
169.

Answer I think not —"—

Cross Int 7th In stating that said Block fifty seven was worth one hundred and fifty dollars per acre - do you mean that it was worth that in the Block before being sub-divided - was that the fair market value of it at that time on canal terms?

Answer I do - it was the fair market value of it at that time - so far as I can recollect —"—

Cross Int 8th Was land worth any more in that vicinity in the fall of A.D. 1849 than in November 1848 if so how much more —

Answer It was - It was worth about fifty per cent more I think in 1849 than 1848 —

Cross examination closed and direct examination resumed by defendants counsel —

[12291-81]

Int 9 — Have not lands been sold in the vicinity of Section seven before Canal Sales took place at private sale, at rates much higher than at Canal Sales —

Objected to by Plff. Counsel

Answer — Yes —

Cross examination resumed

Cross Int 9 — What lands and where situated have you reference to in your answer to the last Interrogatory

Answer — Lands in the W ½ W ¼ of the S. W ¼ of Section 8 fronting on Lake Street Known as three Lots = Pool purchased one acre Ketchum one acre. and Mr Allen two acres

Direct examination Resumed)

Int 10 — On what terms was the land said mentioned in your answer to the last Cross interrogatory?

— Objected to by Plff. Counsel —

Answer — I was informed that Mr Wm B Ogden sold for five hundred dollars per acre = dont Know the terms of sale — My informant was the purchaser — The above answer was objected by Plffs Counsel.

Reuben Taylor

171.

The further examination of witness was continued by consent of the respective counsel until Wednesday June 13th at four o'clock P.M.—

Wednesday June 13th the Parties Met pursuant to agreement. James H Rees was witness on the part of Defendant was produced sworn and examined and testified as follows —

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

Answer My name is James H Rees am over twenty one years of age and reside in the Town of North Chicago —

Int 2d Where did you reside in the latter part of September A.D. 1849 —

Answer In the City of Chicago —

Int 3d Do you know James J Kilbreth one of the complainants in this cause = If yea was he in Chicago in the latter part of September A.D. 1849 —

Answer I do know James J. Kilbreth one of the complainants in this cause — I think he was in Chicago about that time —

12291-82

Int 4 Had you a conversation with him while at Chicago in the fall of 1849 - in regard to a purchase made by him Co-complainant and one William Dixon on their joint account of Block fifty seven in Section Seven Town 39 North Range 14. East lying in the City of Chicago - If yea state what he said in relation thereto - respecting his intention of making payment then due on the purchase of the Block -

172

Answer I had a conversation with him while at Chicago in the fall of 1849 - in regard to said to said purchase = Mr Kilbeth thought that the price agreed on for the property was very far above its value - I dont know that any payments were due on the property at that time - but there were other payments to be made on the property - - -

"Plaintiffs counsel claims that the whole of witness statement is not taken down & therefore objects to it"

Int 5th What was said in that conversation by Kilbeth in regard to making further payments of the purchase money of said Block to defendant Fallenstee -

Answer 173. The language I do not recollect, but the idea conveyed was that he did not intend to make any further payments unless there should be a considerable rise in the value of the property—

Objected to by Pltffs Counsel

Here the direct examination of witness was closed by Defts Counsel and witness was thereupon Cross examined by Pltffs Counsel —

Int 1st Cross What was your business at that time and how long had you been engaged therein in Chicago

Answer I was a land agent at that time and had been in that business over ten years and on my own account over ten years in Chicago

Cross Int 2 Did you know of the sales of canal lands in section seven aforesaid in September 1848 and May 1849— If yea. state whether or not they were a fair index of the market value of those lands at that time?

Answer I did. I attended the Canal Sales of land in Section Seven in September 1848 and May 1849— I consider them a fair index of the value of the property at the time —

Cop Int 3 At the time Mr Kilbreth was here as aforesaid
do you know whether or not he made any exam-
174 ination to find out the location and value of
said Block fifty seven — If yea State what?

Answer Yes. I went with him on to the Block — He asked
my opinion of its value which I gave him

Cop examination closed = and direct resumed
by Defts Counsel — —

Int 6 Did Kilbreth state to you while in Chicago
that he and Gallaudet on the defendant
to gether had been to see Block fifty seven —

Answer I have no recollection of it he may have said so —

Int 7 Have not lands and lots sold at Carvil sales
in Chicago always advanced rapidly imme-
diately after such sales by the Trustees —
— Objected by Plffs Counsel —

Answer They generally have — and especially the earlier
sales —

James H Rees

The further examination of witness was continued
until Thursday June 14. A.D. 1855 at 4 o'clock P.M.

by consent of parties – Thursday June 14th A.D.
175. 1855 parties met pursuant to adjournment –"–

John P Knott a witness on the part of the defendant was produced sworn and examined and testified as follows –"–

Int 1st What is your name, age, and where do you reside

Answer My name is John P Knott am forty five years old and reside in Chicago –

Int 2d Are you acquainted with the value of Real Estate in the City of Chicago –"–

Objected to by Geo Scoville Counsel for Plffs

Answer Not at the present time I cannot say that I am

Int 3d Were you acquainted with the value of Real Estate in the City of Chicago in the latter part of the year 1848 –

Answer Yes Sir –"–

Int 4th Do you know the location of Block number fifty seven in the subdivision of the Trustees of the Illinois and Michigan Canal of Section seven Town 39 – North of Range 14 –

[12291-84]

East- Do you what was the value thereof per acre on the seventh day of November 1848 —

Answer 176 Yes sir: I know the location of said Block fifty seven — It was worth at that time one hundred and fifty dollars per acre —

Direct examination of witness on the Part of defendant was closed and witness was then Cross examined by Plffs counsel as follows — / —

Cross Int 1° In saying that said Block fifty seven was worth one hundred and fifty dollars per acre do you mean that that was the market value of said Block at that time as lands were selling in that vicinity in ten acre Blocks

Answer Yes Sir — — —

Cross Int 2° Do you know of any sales in that vicinity of ten acre Blocks made at that time for that price? if so what — " —

Answer I would not swear that I do

Cross examination closed and direct resumed by Defts Counsel —

Int 5th

177.

Were Blocks in the vicinity of Blocks fifty seven held by the owners at one hundred and fifty Dollars per acre, and were they sold at that rate

—/— Objected To by Plffs Counsel —/—

Answer

Blocks in the vicinity of Block fifty seven were held by the owners at one hundred & fifty dollars per acre = and were sold at that rate —

Direct examination closed and Cross examination resumed by Plffs Counsel

Cross Int 3

Do you answer to the last interrogatory in saying that Lands were sold at one Hundred and fifty dollars per acre — do you not mean that they were sold out in small lots?

Answer

I mean that they were sold in acre and half acre lots —

Cross Int 4th

Were not most of the sales you refer to made in A.D. 1849 & 1850?

Answer

Yes Sir —

Cross Int 5

When were they made and by whom?

[12791-85]

Answer
178

In the winter of 1848 – by Grubb & Totten dont recollect of any body else – I purchased in the winter of 1848 and 49 of John Stonham and Paul Saunders —"—

Cross Int 6

Who did Grubb & Totten sell for and what lands?

"Objected to by defts counsel"

Answer

They sold for Briggs & Green – In Block fifty nine in Section Seven —"—

Cross Int 7

What lands did you purchase of John Stonham and Paul Saunders –

— Objected to by defts counsel —

Answer

I purchased a half an acre of each of them in Block fifty nine aforesaid —"—

D. P. Knott

State of Illinois
Cook County
City of Chicago } ss

I Gideon W Davenport a Notary Public in and for the city of Chicago in the County and State aforesaid do

179.

hereby certify that the foregoing depositions were taken by and before me at my office at Warners Hall in the city of Chicago in the County and State aforesaid (commencing on the twelfth day of June A.D. 1855 and were closed on the fourteenth day of June A.D. 1855 having been taken between the hours of 9 o'clock A.M. and 9 o'clock P.M. of each day) pursuant to the notice hereto attached. That each of said deponents was by me first duly sworn to testify the truth in relation to the matter in controversy so far as he should be interrogated; and that after they answered to the foregoing interrogatories were reduced to writing by me and read over to them; they were severally subscribed by said deponents in my presence and I further certify that the Plaintiffs were in attendance by their counsel and cross-examined the witnesses —

Given under my hand and seal Notarial this fourteenth day of June A.D. 1855

L.S.

Elder M Davenport
Notary Public

Commissioners fees $15.00

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[2291-96]

The supplementary depositions of James H Rees — June 21st A.D. 1855. Grant Goodrich

180. one of the counsel for complainants appeared before me and called James H Rees as a witness who was duly sworn and testified as follows —"—

Interrogatory 1st

State what was the language used by Mr Kilbreth from which you made the inference stated by you in answer to the fifth direct interrogatory; and whether it referred to payments under and according to the price stated in the Fall surbey Bond or payments generally for the Block?

Answer I do not recollect the language I understood his conversation referring to the payments under the contract —"—

Int 2d Did he express any intention of abandoning his interest in the Block?
If so what did he say?

Answer I think not I cannot recollect the language used —"—

Ques 3d

181.

Will you state what in September 1848 & 1849 was the relative value between Blocks 36 & 37 & 56 and 57, in Section 7, in Town 39 Range 14 East —

Answer

Blocks 36 & 37 were worth from thirty to forty per cent more than Block fifty seven Block 56 was worth at least fifty per cent. more than Block fifty seven —

James H Rees

July second A.D. 1855. James H Rees appeared before me and was duly examined by A. Huntington Counsel for Dollarshide —

Cross Interrogatory 1st

Say in answer to the 3d direct Interrogatory of complainants — That you cannot recollect the language used — If you cannot recollect the language used state in substance what Mr Kilbreth said on that occasion — Whether or not he in substance said he should not make any further payments to Dollarshide on the Bond, unless the lands should increase considerably in value and state also whether or not said conversation related to Block 57 in Section seven Town 39 North Range 14

51239-847

East — — Objected to by complainants counsel —

Answer 182

Mr Hilbrith on that occasion stated to me in substance that he did not intend to make any further payments on the Bond to Fallcmbe unless the land should increase considerably in value = The conversation referred to Block 54, Sec 7. Town 39, North 14. East — — Objected to by complainants counsel — —

James H Rees

Cook County Court of Common Pleas

Charles Fallcmbe
ads
James S. Hilbrith &
Harvey De Camp
} In Chancery

We hereby stipulate and agree that the supplimentary depositions of James H Rees taken before G. W Davenport Notary Public On the 21st day of June 1855 and and the second day of July 1855. be read in evidence on the trial of the above entitled cause — subject to all legal exceptions — — —

Chicago July 5 1855

Goodrich & Scoville
Compts Solrs
N. Huntington —
Solr for Deft —

commission fee $8.00

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Cook County Court
of Common Pleas.

James J Wilbreth &
Harvey De Camp
v
Charles Fallansbe

In Chancery—

It is hereby stipulated and agreed that the facts in this stipulation contained shall be regarded as true for the purposes of this suit the same as if proved by depositions —

1st That for many years past it has been and now continues to be customary in Chicago on the sale of Real Estate for the Vendor to give a Bond or agreement to the Vendee to convey the fee simple of the land sold, or other title agreed for upon the payments being made by the Vendee in accordance with the terms of sale —

2d That the paper or Exhibit hereto annexed Marked (A) is the paper or Bond forwarded to complainants by mail on or about the 4th day of February 1849 by the defendant for the conveyance of said ten acres: and that the same was

Stipulation filed & Decree & Stenographer's Minutes, Cook

51291-85

miscarried, and finally returned to the dead letter office — That the letter marked (B) is the wrapper thereof and contained the same and that said Bond was intended to be a Duplicate of the Bond retained by the defendant and that the Bond retained as a duplicate by defendant is hereto annexed marked (C) and that both were made at the same time —

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3d That the paper hereto annexed marked (D) is a true abstract of the title of land attempted to be negotiated for with S. B. Green by defendant as mentioned in his answer — —

4th That the proper or Exhibit hereto annexed marked (E) contained the amt of Taxes and assessments paid by the defendant on said ten acres since the purchase of the same of D. Raftery — —

Goodrich & Deville
Complainants Solicitors

A. Hunting ton
Defts Solicitor

185.

Exhibit A

Know all men by these presents That I Charles Dollarsbe of the County of Cook and State of Illinois am held and firmly bound unto William Season. James T. Kilbreth & Harvey De. Camp of the City of Cincinatti and State of Ohio, in the penal sum of Three Thousand Dollars to be paid unto the said William Season James T. Kilbreth & Harvey De Camp. their heirs executors administrators and 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 present = Sealed with my seal this seventh day of January A. D. One thousand eight hundred and forty eight The Condition of the above obligation is such That whereas the above bounden Charles Dollarsbe has this day sold to the said William Season James T. Kilbreth & Harvey De Camp their heirs and assigns for the sum of One Thousand five hundred dollars payable as follows:

The sum of Three hundred and seventy five Dollars in hand the receipt whereof is hereby confessed and acknowledged —

The Sum of three hundred and seventy five Dollars. on the first day of September next with interest thereon at six per cent ($375)

[12291-89]

The sum of Three Hundred and Seventy Five Dollars on the first day of September A.D. 1850 with like interest - And the sum of Three Hundred and Seventy Five dollars on the first day of September A. D. 1851 with like interest from the date hereof —

All his right title and interest in the following described lot or parcel of land to-wit — Lot number fifty seven (57) in section number seven (7) in Township Number thirty Nine (39) North of Range number fourteen (14) East of the third principal Meridian. situate lying and being in the City of Chicago County of Cook and State of Illinois. being part and parcel of Canal Section —

Upon the payment of said sum being made at the time and in the manner aforesaid the said Charles Follansbee his heirs executors and assigns. covenant and agree to and with the said Lemon Helbeth and De Camp their heirs. executors. administrators and assigns. to execute a good and sufficient DEED of Conveyance in fee simple free from all incumbrance with full and proper covenants of Warranty for the above described premises — Now if

187.

the said Charles Hallambe 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

Sealed and delivered
in presence of
A. Huntington

C. Hallambe (L.S.)

Two are Duplicates Each

State of Illinois } ss.
County of Cook } I Alonzo Huntington a
City of Chicago
Notary Public within and for said City in the
County & State aforesaid. Do hereby certify that
on this 22d day of January A. D. 1849 Charles
Hallambe personally known to me to be the
person whose signature appears to the within
instrument came before me and acknowledge
that he had executed the same as his free
voluntary act and Deed for the uses and
purposes therein expressed — In testimony
whereof I have hereunto set my hand
and affixed my seal Notarial. Done at my
office in the City of Chicago the day and year above written

Alonzo Huntington Notary Public

[12291-90]

188.

Chicago February 1849.

Mr William Seaver

Dear Sir

Yours of 12th
of Jany came to hand in due time &
noting in to forward the papers &c of the
10 acres of land= Inclosed I send
you the Instrument as you ordered & hop
they will meet your approbation

Yours Very Respectfully
C. Fallansbee

Exhibit "B"

189.

Exhibit "C"

Know all men by these presents That I Charles Fallansbe of the county of Cook and State of Illinois am held and firmly bound unto William Pearson James T. Hilbreth & Harvey De. Camp of the City of Cincinatti and State of Ohio in the penal sum of Three Thousand Dollars to be paid unto the said William Pearson James T. Hilbreth & Harvey De Camp their heirs executors, administrators and 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 November A.D. one thousand eight hundred and forty eight ——

The Condition of the above Obligation is such — That Whereas the above bounden Charles Fallansbe has this day sold to the said William Pearson James T. Hilbreth & Harvey De Camp their heirs and assigns for the sum of One thousand five hundred dollars payable as follows:

The Sum of Three hundred and Seventy five dollars in hand the receipt whereof is hereby confessed and acknowledged — The Sum of Three hundred & Seventy five Dollars on the first day of September next with interest thereon at 6 per cent ($375)

The Sum of Three Hundred and Seventy five

[12291-91]

Dollars on the first day of September A.D. 1850
with like interest - and the sum of three hundred
and seventy five Dollars on the first day of
190. September A.D 1851 with like interest from the
date hereof —

All his right title and interest in
the following described lot or parcel of land to wit
Lot number Fifty seven (57) in section number
seven (7) in Township Number thirty nine (39)
North of Range number fourteen East of the
third principal Meridian, situate lying
and being in the City of Chicago County of
Cook and State of Illinois, being part and
parcel of Canal Section — " — "

Upon the payment of said sum being
made at the time and in the manner afore
said the said Charles Hallamshe his heirs
executors and assigns, covenant and agree
to and with the said Lucius Kilbreth &
De Camp their heirs, executors, administrators
and assigns to execute a good and suff-
icient Deed of conveyance in fee simple
free from all incumbrance with full and
proper covenants of warranty for the above
described premises — Now if the said Charles
Hallamshe shall well and truly keep obse-
rve and perform the said covenants and

191.

agreements herein contained on his part, then this obligation is to be void otherwise to remain in full force and virtue —

Sealed and delivered in presence of A Huntington

C. Fallamb [L.S.]

There are Duplicates hereof.

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

I Alonzo Huntington a Notary Public within and for said City in the County State aforesaid — Do hereby certify that on this 22d day of January A.D. 1849 Charles Fallamb personally known to me to be the person whose signature appears to the within instrument came before me and acknowledged that he had executed the same as his free voluntary act and deed for the uses and purposes therein expressed —

L.S.

In testimony whereof I have hereunto set my hand and affixed my seal Notarial Done at my office in the City of Chicago the day and year above written —

Alonzo Huntington
Notary Public

[12291-92]

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Exhibit "D"

Abstract of the title of the Land mentioned in the complainants Bill of complaint and the Defendants answer thereto being the same land negotiated for by Defendant with Paulen B Green. Situate in the W½ of the N.W¼ Sec 18 T. 39. N R. 14 E. 3d P.M.

No 1

Receiver
To
Seth Scott

Receipt No 27 Date 29. May 1835 for $100 = Being in full payment for the W½ of N. W. ¼ of Sec 18 T 39 N R. 18 E. 3d P. M 80 acres = Recorded 16 July 1835 in Book D page 290

No 2

Seth Scott & Atty his wife
To
William Pearson

Warranty Deed = Conveys same land Mentioned in No 1 Dated July 2d 1835 Con $ 328 Recorded 15 July 1835. in Book F page 215

No 3

William Pearson
To
John W. Kinzie

Quit claim Deed conveys the undivided half of the same land (with other land) Con $ 428 = Dated July 6. 1835 = Recorded in Book "F" Page 207

No 4
193.

John N Kinzie & Nixon Pearson
To
William Bard

Quit Claim Deed conveys the same land (with other lands) Dated July 26, 1841. Con $550 Recorded 28. July 1841. Book 9 Page 30 — This Deed is duly executed and acknowledged by Kinzie & Pearson but not executed at all by Juliette A Kinzie wife of John N Kinzie

5

William Bard & Catharine his wife
To
William B. Ogden

Quit claim Deed conveys same Lands (with other lands — Dated 6. Oct 1846 Con $2000 duly acknowledged — Recorded 23rd Dec 1846 in Book No 21. Page 405

William B. Ogden
To
Jarden B. Green

Quit claim Deed with Warranty against his own acts &c conveys = All that certain piece a parcel of land known and distinguished as that part of the West half of the North West ¼ of Sec 18 T. 39 N Range 14. E. 3rd P. M. bounded as follows Beginning at the North East corner of said West half of the North West Quarter of said Section 18 and running thence

[2291-93]

South 40 Rods = thence East 20 Rods =
thence North 40 Rods. to the place of Begin-
194 ning. containing five acres of land excepting
and reserving 20 feet in width along the
East side and 40 feet in width acrof
the north end for highways ~~
Dated 19 Oct 1847. duly acknowledged
Recorded 29 Dec /47 Book 26. fp. 108 ~~

At the time of the negotiation with
Jaden B Green for the above land as
mentioned in defendant Fallansbee
Answer the said John H Knizie mentio-
ned in do 4 had a wife then living viz
Juliette A Knizie who did not join her
husband in the conveyance ~~

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Exhibit (E)

Containing the amount of Taxes & assessments paid by defendant Folland on the ten acres in Block 57 in Question —

Exhibit "E"

January 11 - 1853	Paid City Taxes for 1852	$ 11.20
April 25 - 1853	Paid County & State Taxes 52	18.55
November 7 - 1853	Paid Planking assessment	229.50
December 16 - 1853	Paid City taxes	34.00
April 8 - 1854	Paid County & State Taxes	49.84
March 29th 1855	Paid City Taxes	55.00
March 29 - 1855	Paid County & State Taxes	46.07
Whole amount of Taxes & assessments paid by Defendant		$ 446.16

[12291-94]

197.

James S. Kilbreth & Nancy De Camp
vs
Charles Follansbe

Cook County Court of Common Pleas
In Chancery

It is hereby stipulated and agreed that the facts in this stipulation contained shall be regarded as true for the purposes of this suit, the same as if proved by deposition

1st In the year 1847. Richard D. Hamilton sold to William Locke of Chicago 5 acres of ground without any improvements thereon situate in section 18. T. 39. N. R 14. E. fronting on Madison St for $100 per acre — The tract of land so sold is marked on the annexed plat. "Wm Locke 5 ac"

In February 1849 said Hamilton sold to W. Wallin of Kentucky 5 acres lying south of and adjoining said 5 acres sold to Wm Locke fronting on Hamilton Avenue for $125 per acre — The tract so sold is marked "W Wallin" 5 ac" on said annexed plat — on Canal Street —

[12091-95]

2 In the mintu of 1848 & 1849 Thos R Green made sales to different persons of 17 lots in Block 59 in the annexed Plat: the same being half acre lots. as represented on said plat-said lots were sold at an average price of $73.35. per lot = ¼ down balance in one two & three years with interest payable annually —"—

3d John N Hedgie sold Mar 24th 1849 to E Day lots 41 & 42 Block 58 in the annexed plat being 1/8 of an acre each at $31.5 per lot Also sold in same month to J Doyle lot 66 in same Block - containing 1/8 acre for $32.50 —

199.

41 | 42 | 43 | 44

56 | 55 | 54 | 53

57

10.ac

40 Rods

Buckley 1/2

58 | 59 | 60

MADISON ST.

WEST

EAST

D. Crumby 4 ac

B. Wilcox 2 ac

T. Johnson 1 ac

T.D. Sherman 1 ac

Same 1 ac

Same 1/2 ac

S.R. Hyer 1 ac

T. Johnson 1 ac

E.M. Crabb 1 ac

Mary Quinn 1/2 ac

T.D. Sherman 1 ac

P.B. Green 5 ac

10 Rods

Wm. Loeke 5 ac

CROSS ST.

10 Rods

W. Waller 5 ac

R.J. Hamilton

HAMILTON AVENUE

5[2291-9]

We sold in October 1849 to D. Schmitz eight lots
201. in same Block at an average price of $40 per lot —11—
All these lots were 30 ft by 124½ feet & all sold
for ¼ cash balance in 3 annual payments
with annual interest —11—
F. H. Hedgie bought said lot of J G Semmon
about the first of September 1849 for $1000 – canal
terms and laid it out into lots as marked on
the annexed plat

4th In the month of December 1847 W. B. Ogden
sold one acre of land on the West side of & ad-
joining the tract marked on the annexed plat
"J B Green 5 ac" to Jarden B Green for $150 —11—
We also sold to John Johnson Oct 16th 1848 the
next acre west of the one so sold to said Green
for $150= We also sold to said Johnson April
24th 1849 five acres lots fronting on Madison St
& running through to a street on the South as
designated on the said plat which street was
then laid out and graded at One Hundred
& fifty Dollars per acre —11—
The terms of sale were for each acre lot $25
in Oct 1849. $25. in April 1850 $50 in April 1851

[D291-97]

4/50 in April 1852 —"—
Said Ogden also sold to said Johnson another of said acre lots June 25 1840 at $150 —
Said Ogden never sold any land in that vicinity to a Man by the name of McGran or McGrath or any such name = He owned originally all on the South side of Madison St opposite Block 57 & 58 —"—

5th That the paper hereto annexed marked "A" is the bond or agreement between Noah Buckley & Charles Fallansbe for the conveyance by said Buckley of said Block Fifty seven is Mentioned in said defendants answer to said defendant Fallansbe & that the payments endorsed on said bond or agreement were made by said Fallansbe as endorsed —"—

6th That the 80 acres of land Mentioned in the defendants answer in this cause as having been turned out to David Rattray as part consideration for the ten acres in said Block 57 is the West half of the S. W. 1/4 of Sec 33 in Town 44 North of Range 7 East of the 3d P. M. in McHenry Co & that the same was conveyed to one William R Thompson at the request of Rattray by defendants Fallansbe & that the consideration Mentioned in the deed was $500 towards making up

the $1500 the consideration money for said 10
203 acres. But this stipulation shall not be con-
strued as an admission on the part of the
complainants that said 80 acres was of the
value of $500- or that it was considered of
that value by the parties to said transac-
tion or any of them —

7th That the paper hereto annexed marked (B)
and signed "D. Rattray" & bearing date Nov-
ember 9th 1848 is the written refusal obtained
by said Fallanshe on the purchase of said
ten acres or Block 57 of him said Rattray
as mentioned in said defendants answer
& in the former correspondence between said
defendant and the complainants in rel-
ation to the purchase of said ten acres —

8th That at the time of filing of the first Bill of
said complainants in this cause to wit:
on the 25th day of October 1852 the said
ten acres or Block 57 in question was of the
Value of Nine Thousand Dollars ——

[12791-98]

9th That at the time James J Kilbreth was in
204 Chicago in the latter part of September
1849 & soon after the second payment fell
due as Mentioned in said defendants answer there were no papers recorded in the office
of the Recorder of Cook County in relation to
the title of said Block 57 except the Bond
from Fallambe to complainants for the conveyance of the same which was duly recorded

10th That Fallambe the defendant in his letter
to complainants under date of Nov 9th 1848
was Mistaken in stating the name of the person
to be McGraw; as the person to whom Ogden
had sold lands in the vicinity of Block 57
in question

Goodrich & Seville
Compts Sols

A. Huntington
Dept Sol'r

March 28 1855

Exhibit (A)

205

Whereas Noah Buckley of the City of Chicago did on the sixth day of September A.D. 1848. purchase of and from the Board of Trustees of the Illinois and Michigan Canal one Lot Number fifty seven in section seven Town thirty Nine North Range fourteen East in the City of Chicago containing Seven acres of land for the sum of six hundred dollars payable in four equal instalments of one hundred and fifty dollars each with interest at six per cent in advance— And whereas the said Noah Buckley has paid to the said Trustees the first instalment of one hundred and fifty dollars and twenty seven dollars interest— And whereas the said Noah Buckley did on the seventh day of November A.D. 1848 agree to sell said lot to Charles Hollensbe of the City of Chicago for the sum of One thousand dollars — two hundred and fifty dollars of which has this day been paid, and the sum of seven hundred and fifty dollars is to be paid in three equal instalments of two hundred and fifty dollars each on the sixth day of September A.D. 1849. 1850 & 1851. with interest on the whole sum to be paid on the said sixth day of September in

506

$2291-99

the said year 1849–1850 & 1851 at six per cent and to be computed from the seventh day of
206 November now last past —.—

And whereas there will be due to said Trustees on the sixth day of September next One hundred and fifty dollars principal and eighteen dollars interest and the further sum of one hundred and fifty dollars principal and nine dollars interest on the sixth day of September A.D. 1850 and also the sum of One hundred and fifty dollars principal on the sixth day of September A.D. 1851.= Which said annual sums due said trustees as aforesaid the said Charles Hallansbee has agreed to pay=leaving due to the said Sarah Buckley on the sixth of September next over and above the amount then due to said Trustees the sum of One hundred and nineteen dollars fifty cents—and the further sum of one hundred and twenty one dollars on the sixth day of September A.D. 1850; and the further sum of One hundred and fifteen dollars on the sixth day of September A.D. 1851 —.—

Now therefore it is hereby covenanted and agreed by and between the said Sarah Buckley of the first part and the said Charles Hallansbee of the second part & their respective heirs executors & administrators that the said Sarah Buckley shall and will convey

207.

to the said Charles Fallansbee by a good Warranty Deed the aforesaid Lot number fifty seven on the payments herein before mentioned being made when the same shall become due. and the said Charles Fallansbee hereby covenants with the said Noah Buckley that he the said Charles Fallansbee will pay to the said board of Trustees and to the said Noah Buckley the said several sums herein before mentioned when the same shall respectively become due as herein before mentioned — and it is also hereby agreed by and between the parties aforesaid that in case the said Board of Trustees will give to the said Charles Fallansbee a separate certificate for said lot that they be permitted so to do & in case they will not do so then and in that event he the said Noah Buckley covenants with the said Charles Fallansbee that he the said Noah Buckley will pay to the said Board of Trustees the amount due by him to said Board of Trustees for lots forty one and fifty six in the aforesaid section Number seven which said lots forty one and fifty six are included in said Buckleys certificate with lot fifty seven hereby agreed to be sold to said Fallansbee —

For the due performance of each and every

[12291-108]

of the covenants herein before contained the said parties bind themselves each to the other and their respective heirs executors administrators
208 and assigns in the penal sum of Two Thousand Dollars as stipulated as contained & liquidated damages—

In witness whereof the said parties have hereto set their hands and seals the first day of December in the year of our Lord one thousand eight hundred and forty eight—

Sealed & delivered in presence of } Hooh Buckley Seal

C. Follansbee Seal

Exhibit (B)

Chicago November 7, 1848

This may certify that I David Rattry have this day sold C. Follansbee Lot 57 in Sec 7. Town 39 on Madison St for Fifteen Hundred dollars & said Follansbee shall have the refusal to write East & get ret answer whether he will close at $1500 & I will make the payment as Follans $500 allowed for 80 acres of Land & the

209

bal of $1000 one ⅓ down ⅓ in one year ⅓ in two years ⅓ in three years from the 7th of Sept 1848 - the $1000 to be paid to Enoch Buckley

D. Tatroy

State of Illinois
Cook County } ss.

On the 2d day of December 1840 before me Henry Brown a Notary Public in and for the County of Cook in said State came Enoch Buckley & Charles Tallcars to me personally known and acknowledged that they executed the within instrument as their respective voluntary act for the uses and purposes therein mentioned —"—

Witness my hand & Notarial Seal at Chicago the day & year first above written —"—

Henry Brown
Notary Public

[1229-101]

210.

$289.18

Rec'd Sept 7th 1849 Two hundred Eighty Nine 18/100 Dollars being the second payment of this agmt—

Ralph Little
Franklin Little
Executors
of
Hook Buckley

Rec'd Sept 27 1850

Two hundred Eighty 94/100 Dollars being in full principal & interest to this date Due —"—

$280.94

Ralph Little
Franklin Little
Executors
of
Hook Buckley

Rec'd Sept 19, 1851 Two hundred & Sixty Six 50/100 Dolls being in full principal & interest due on the within contract

$266.50

Ralph Little
Franklin Little

LIST

OF

CANAL LOTS & LANDS

IN

CHICAGO AND VICINITY,

OFFERED FOR SALE

IN

SEPTEMBER, 1848,

AND

MAY, 1849.

CHICAGO:
PUBLISHED BY REES & RUCKER, LAND AGENTS,
1849.

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LIST OF

CANAL LOTS AND LANDS

IN

CHICAGO AND VICINITY,

OFFERED FOR SALE

BY THE TRUSTEES OF THE

ILLINOIS AND MICHIGAN CANAL,

IN SEPTEMBER, 1848 AND MAY, 1849,

With the Valuations of the several Lots and Tracts; Also, the prices of those sold and the Names of Purchasers.

CHICAGO:
PUBLISHED BY REES & RUCKER, LAND AGENTS,

DAILY DEMOCRAT STEAM PRESS,
1849.

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ERRATA.

An edition of this pamphlet was published in April, 1849, containing names of purchasers, only, at the September sale, 1848. In preparing the present edition—adding names of purchasers at May sale, al-altering paging, &c.—some typographical errors have occurred. In examining the proof, these errors were overlooked, as the proof of the first edition had been thoroughly revised and corrected.

The following errors are now noted.

Original Town of Chicago.

On p. 3. Val'n. of S. L. 10, Lots 3 & 4, Bl. 4, is 450. Should be 700.
" " " Next line after Sub L. 12 of 3 & 4 in 4 reads "1 do 4 700." Should be 1 (Lot) 6 4 (Val) 450.
" " " Line "2 7 2500" should be 1 7 2500.
On p. 5. 18th line: "1 do 13." &c. should be 1 10 13, &c.
p. 6. 35th line: "4 2 39" &c. should be 4 2 49, &c.
p. 7. 21st line: "5 50 250" should be 5 60 250.
p. 8. 4th line from bottom: "12 63 350" should be 12 63 350 350 Jeremiah O'Leary. Lot 13 Bl. 63 not sold.

Fractional Section 15 Addition.

On p. 13. Four lines at bottom of page, in the column of "Bl'k" instead of "do" should be 10. Also
p. 14. Six lines on top, in same column (Bl'k) instead of "9" and "do" should be 10.
" " 4th line from bottom "26" &c. should be 16 &c.

Section 7, Township 39, Range 14.

On p. 19. Am't sale of Bl. 62: "1010" should be 1110.

Section 17, Township 39, Range 14.

p. 20. Am't. sale of Bl'k. 44: "910" should be 1000.

Section 21, Township 39, Range 14.

p. 23. Am't. sale of Lot 2 Bl'k 38 should be 310.

Section 29, Township 39, Range 14.

p. 28. For (Lot) "1 (Bl'k.) 30" read (Bl'k.) 30. And
For (Lot) "2 (Bl'k.) 31" read (Bl'k.) 31.

Section 31, Township 39, Range 14.

p. 28. Line "6 182" &c. should be 5 182, &c. And
Line "5 190" should be 6 190.
p. 29. 4th line: For "10 182" &c. read 19 182, &c. And
5th line: For "29 182" &c. read 20 182 &c.

Section 33, Township 39, Range 14.

p. 29. Am't. sale of Blk. 1 should be inserted: 1400.
Val. of Bl'k. 2 "1500" should be 1300. And
Val. of Bl'k. 16 "120" should be 1200.

Section 33, Township 40, Range 14.

p. 31. Am't. sale of Bl'k. 32 "45" should be 41.
Am't sale of Bl'k. 42 "415" should be 405.

LIST OF CANAL LANDS AND LOTS.

Lots taken by Pre-emption, (Pre-emptors being entitled to Lots at their appraised value,) are marked P.
Lots sold in May, 1849, are marked *

ORIGINAL TOWN OF CHICAGO

S. L.	Lot	Bl'k	Val.	Am't Sale	Purchaser
1	2	4	750		
2	2	4	750		
3	2	4	750		
4	2	4	750		
1	3&4	4	375		
2	do	4	350		
3	do	4	350		
4	do	4	375		
5	do	4	700		
6	do	4	600		
7	do	4	600		
8	do	4	600		
9	do	4	600		
10	do	4	450		
11	do	4	700		
12	do	4	700		
1	do	4	700		
2	6	4	450		
3	6	4	450		
4	6	4	450		
1	7	6	250	350	Hugh Maher
2	7	6	250	350	Same
3	7	6	250	405	John Dempsey
4	7	6	250	345	Same
	2	7	2500		
	2	7	2000		
	3	7	2000		
	4	7	2500		
	5	7	800		
	6	7	700		
	7	7	800		
	8	9	1000		
1	1	8	600	800	G & C. U. R. R. Co.
2	1	8	600	870	Wm. Allen
3	1	8	600	875	Samuel & William Weyman

S.L.	Lot	Bl'k	Val.	Am't Sale	Purchaser
1	3&6	9	410	410	Robert Moore*
2	do	9	400	415	Same*
3	do	9	400	400	Elisha E. Hundley.*
4	do	9	400	415	George Brady
5	do	9	450	460	Same*
1	4	9	500	510	J. Peacock & D. C. Thatcher
2	4	9	500	530	Jno S. Wallace.*
1	7	9	370	400	Samuel & William Weyman
2	7	9	360	380	Stephen F. Gale*
3	7	9	360	390	Same*
4	7	9	350	360	Same*
5	7	9	375	420	Same*
	1	10	375	400	James E. Killick.
	2	do	325		
	3	do	320		
	4	do	310		
	5	do	305	305	W. Briggs & Thos. R. Greene*
	6	do	300		
	7	do	300	300	David S. Lee*
	8	do	300		
	9	do	300	300	Elisha E. Hundley*
	10	do	300	300	Same*
	11	do	300	350	Same*
	12	do	320		
	13	do	320		
	14	do	330		
	15	do	340		
	16	do	350		
	17	do	360		
	18	do	370		
	19	do	380		
	20	do	390		
	21	do	400		
	22	do	440		
	1	11	500		
	2	do	450		
	3	do	440		
	4	do	430		
	5	do	420		
	6	do	410		
	7	do	400		
	8	do	390		
	9	do	380		
	10	do	370		
	11	do	360	390	Wm. Weyman*
	12	do	400		
	13	do	420		
	14	do	430		
	15	do	440		
	16	do	450		
	17	do	460		
	18	do	470		
	19	do	480		
	20	do	490		
	21	do	500	505	Martin Story

S. L.	Lot	Bl'k	Val.	Am't Sale	Purchaser
	22	11	565	650	Martin Story
1	3	12	500	500	Peter A. Fennerty
2	3	12	500		
1	5	12	600	600	George Brady
2	5	12	600	600	Simeon F. Leonard.*
1	6	12	500		
2	6	12	500	500	Simeon F. Leonard
1	7&10	12	475		
2	do	12	450	450	Henry McAuley
3	do	12	450	450	Hart L Stewart
4	do	12	450	450	Same
5	do	12	550		
1	9	13	800	P 800	Zenas Cobb jr
2	9	13	800	P 800	Same
3	9	13	1000	P 1000	Same
4	9	13	450	P 450	Same
5	9	13	450	P 450	Same
1	do	13	450	P 450	Same
2	do	13	400	P 400	Same
3	do	13	400	P 400	Same
4	do	13	400	P 400	Same
5	do	13	450	P 450	Same
1	2	24	300	300	L. P. Sanger
2	2	24	275	275	Same
3	2	24	275		
4	2	24	275	275	Hart L. Stewart
5	2	24	325		
1	5	24	650	P 650	Nicholas Ackhoff
2	5	24	650	P 650	Same
1	6&7	24	550	550	City of Chicago
2	do	24	500	500	Nathaniel Norton*
3	do	24	500	520	Same*
4	do	24	500	550	Same*
5	4o	24	600	600	Bernard Curran
1	1	25	300		
2	1	25	300		
3	1	25	275		
4	1	25	275		
5	1	25	285		
1	5	41	450	P 450	James Riley
2	5	41	400	P 400	Same
3	5	41	400	P 400	Same
4	5	41	425	P 425	Same
5	5	41	700	P 700	Patrick McHugh
6	5	41	550	P 550	Same
7	5	41	550	P 550	Same
8	5	41	550	P 550	Same
1	7	41	525	P 525	John H. Hodgson
2	7	41	525	P 525	Same
3	7	41	525	P 525	Same
4	7	41	525	P 525	Same
1	6	42	600	P 600	Patrick, Michael,
2	6	42	600	P 600	James and Ed-
3	6	42	600	P 600	ward Casey
4	6	42	600	P 600	do

S. L.	Lot	Bl'ck	Val.	Am't Sale	Purchaser
1	9	45	850	P 850	Russell Green
2	9	45	950	P 950	Same
3	9	45	450	P 450	Same
4	9	45	450	P 450	Same
1	9	46	450	625	City of Chicago
2	9	46	400		
3	9	46	400		
4	9	46	400		
5	9	46	425		
1	2	48	300	325	Alanson Dwight
2	2	48	275	285	Same
3	2	48	275	275	Same
4	2	48	275	295	Bernard Gaffney
5	2	48	325	325	Same
1	4	48	550	P 550	John Harris
2	4	48	550	P 550	Same
3	4	48	550	P 550	Same
1	5	48	550		
2	5	48	550		
3	5	48	550		
1	6	48	400		
2	6	48	400		
3	6	48	400		
1	8	48	550		
2	8	48	550		
3	8	48	550		
1	7&10	48	550	550	Charles B. Farwell
2	do	48	525		
3	do	48	525	550	Edward Shanly*
4	do	48	525	530	Francis Shanly*
5	do	48	575	740	Patrick Henrahen
1	2	49	350	445	John Fennerty
2	2	49	325	405	Same
3	2	49	325	325	Elisha E. Hundley*
4	2	39	325	360	Same*
5	2	49	375	460	Same*
1	6	49	550	550	Azel Peck
2	6	49	550		
3	6	49	550	550	F. Mosely & J. McCord
1	7	49	550	605	Same
2	7	49	550	550	Same
3	7	49	550	630	Andrew Smith
1	6	53	625	P 625	Bridget McCanna
2	6	53	625	P 625	Same
3	6	53	625	P 625	Same
4	6	53	625	P 625	Same
1	7	57	600	P 600	William Wheeler
2	7	57	600	P 600	Same
3	7	57	600	P 600	Same
	1	59	300	300	Thomas Joyce
	2	59	280	280	Same
	3	59	280		
	4	59	275		
	5	59	275	275	James O'Donnell
	6	59	275		

Lot	Bl'ck	Val.	Am't Sale	Purchaser
7	59	275	280	John S. Wallace*
8	59	275	275	Wm. Briggs and T. R. Greene*
9	59	275		
10	59	270		
11	59	280		
12	59	290		
13	59	275		
14	59	295		
15	59	295		
16	59	295		
17	59	300		
18	59	300		
19	59	300		
20	59	300	300	John S. Riddle
21	59	300	300	Same
22	59	320	350	Same
1	60	270	280	Thomas Tagney
2	60	260		
3	60	255		
4	60	250		
5	50	250		
6	60	250		
7	60	250		
8	60	245		
9	60	245		
10	60	240		
11	60	230		
12	60	230		
13	60	230		
14	60	250		
15	60	260	260	P. F. W Peck
16	60	240	240	Same
17	60	240		
18	60	240		
19	60	240	245	William Waldie
20	60	245		
21	60	250		
22	60	250		
23	60	255		
24	60	255		
25	60	260		
26	60	260		
27	60	260	260	P. F. W. Peck.
28	60	280	280	Same
1	61	310		
2	61	300		
3	61	300		
4	61	290		
5	61	280		
6	61	275		
7	61	265		
8	61	260		
9	61	250		
10	61	250		
11	61	250		

Lot	Blck	Val.	Am't Sale	Purchaser
12	61	250		
13	61	250		
14	61	265		
15	61	265		
16	61	250		
17	61	250		
18	61	255		
19	61	260		
20	61	265		
21	61	265		
22	61	275		
23	61	280		
24	61	290		
25	61	300		
26	61	300		
27	61	300		
28	61	325		
1	62	325	325	John Peter Kirch*
2	62	300		
3	62	300		
4	62	300		
5	62	300		
6	62	300		
7	62	300		
8	62	300		
9	62	300		
10	62	300		
11	62	300	300	Martin Thornton*
12	62	325	325	Anson Bushnell*
13	62	300	300	Same*
14	62	300		
15	62	300		
16	62	300		
17	62	300		
18	62	300		
19	62	300		
20	62	300		
21	62	300		
22	62	350	350	Orrington Lunt
1	63	350	350	Same
2	63	300		
3	63	300		
4	63	300		
5	63	300		
6	63	300		
7	63	300		
8	62	300		
9	63	300		
10	63	300		
11	63	300		
12	63	350		
13	63	325	350	Jeremiah O'Leary
14	63	340		
15	63	340		

Lot	Blck	Val.	Am't Sale	Purchaser.
16	63	350		
17	63	350		
18	63	350		
19	63	350		
20	63	350		
21	63	350	350	Edward Davlin*
22	63	400	450	Same*
1	64	330		
2	64	310		
3	64	310		
4	64	300		
5	64	290		
6	64	280		
7	64	275		
8	64	265		
9	64	265		
10	64	260		
11	64	255		
12	64	250		
13	64	250		
14	64	265		
15	64	265	295	Thomas R. Greene
16	64	250	265	Same
17	64	250	265	Same
18	64	250	250	Cyrus Alden
19	64	250	250	Philip R. Bennett jr
20	64	260	280	Nicholas Annen*
21	64	260	270	Wm. W. Lowe*
22	64	270	270	Chas. B. Farwell*
23	64	275	275	W. Briggs & Thos. R. Greene*
24	64	280	290	Elisha E. Hundley*
25	64	290	300	Same*
26	64	290	290	W. Briggs & Thos. R. Greene*
27	64	300	300	Thomas R. Greene
28	64	340	385	John M. Williams
1	65	340	380	Henry Benson
2	65	300	305	Timothy H. Ladd
3	65	290		
4	65	290		
5	65	280		
6	65	275		
7	65	270		
8	65	265	265	Chas. B Farwell*
9	65	260	260	F. G Blanchard*
10	65	255	270	W. Briggs & Thos. R. Greene*
11	65	250	250	David P. Daniel
12	65	250	250	Peter R. Fischer*
13	65	250	250	Michael McMahon
14	65	265	265	Same
15	65	325	345	Julius Yeager
16	65	300	305	Same
17	65	300	400	Charles McDonnell
18	65	300	310	Thomas R. Greene
19	65	300	315	John E. Smith
20	65	300	315	Edward Carroll

Lot	Blck	Val.	Am't Sale	Purchaser
21	65	300	320	Jeremiah O'Leary
22	65	300	300	Thomas McSweeny
23	65	300	325	Lewis W. Stone
24	65	300	335	Christopher C. Robinson
25	65	310	330	Thomas R. Greene
26	65	310	330	William Briggs
27	65	310	335	Patrick Ryan
28	65	310	330	John M Williams
29	65	310	335	John C. Outhet
30	65	315	340	Same
31	65	315	315	Thomas Hill
32	65	320	355	Giles Williams
33	65	320	360	Same
34	65	335	365	Elias Daniel
35	65	400	500	George W Clarke
1	66	400	400	Gustavus W. Southworth
2	66	350	370	Same*
3	66	350	350	Laurens Kent*
4	66	350	350	Francis G Blanchard*
5	66	350	350	Henry Benson
6	66	350	350	Same
7	66	350		
8	66	340		
9	66	340		
10	66	325		
11	66	340	340	Owen Keefe
12	66	425	535	Charles McDonnell*
13	66	400	405	George Steel
14	66	400	400	James Clifford
15	66	400	400	Same
16	66	400	425	Henry McAuley
17	66	410	410	Jno. & Wm. Richards
18	66	410	410	Francis G. Blanchard
19	66	410	520	John Fennerty
20	66	420	430	George Hettinger
21	66	420	445	Lawrence Doyle
22	66	430	455	Andrew Getzler
23	66	430	450	John Dempsey
24	66	440	440	Laurens Kent
25	66	440	440	Same
26	66	450	450	Same
27	66	500	555	Same
1	67	500	520	Walter J. Quarter
2	67	450	450	Same
3	67	440	440	Same
4	67	440	440	Same
5	67	430	430	Same
6	67	430	430	Same
7	67	420	420	Same
8	67	420	420	Same
9	67	410	460	Michael Quigley
10	67	410	455	John Fennerty
11	67	410	460	Henry Ritchie
12	67	400	460	Same
13	67	400	400	Jeremiah H. Sullivan

Lot	Blck	Val.	Am't Sale	Purchaser
14	67	400	400	Jeremiah H. Sullivan
15	67	400	400	Same
16	67	420	420	Same
17	67	325	430	Charles McDonnell
18	67	300	370	Same
19	67	340	370	Same
20	67	340	365	Same
21	67	345	360	Charles McDonnell
22	67	345		
23	67	345	360	Isaac Negus
24	67	350	380	Same
25	67	350	370	Charles Teshner
26	67	350	390	Isaac Negus
27	67	375	455	Same
1	68	400	P 400	John Burton
2	68	335	P 335	Same
3	68	320	P 320	Same
4	68	320	B 320	Same
5	68	315	P 315	Same
6	68	315	P 315	Same
7	68	310	P 310	Same
8	68	310	P 310	Same
9	68	310	P 310	Same
10	68	310	P 310	Same
11	68	310	P 310	Same
12	68	300	P 300	Same
13	68	300	P 300	Same
14	68	300	P 300	Same
15	68	300	P 300	Same
16	68	300	P 300	Same
17	68	300	P 300	Same
18	68	300	P 300	Same
19	68	300	P 300	Same
20	68	300	P 300	Same
21	68	325	P 325	Same
22	68	265	P 265	Same
23	68	250	P 250	Same
24	68	250	P 250	Same
25	68	250	P 250	Same
26	68	255	P 255	Same
27	68	260	P 260	Same
28	68	265	P 265	Same
29	68	265	P 265	Same
30	68	270	P 270	Same
31	68	275	P 275	Same
32	68	280	P 280	Same
33	68	290	P 290	Same
34	68	290	P 290	Same
35	68	310	P 310	Same
1	69	320	320	Isaac N. Arnold
2	69	300	315	Peter Page
3	69	290	350	Elisha E. Hundley*
4	69	290	290	Cyrus Alden
5	69	285	295	John C. Outhet
6	69	280	295	Henry Ritchie

Lot	Bl'ck	Val.	Am't Sale	Purchaser
7	69	280	295	Henry Ritchie
8	69	275	295	William J. Mix Jr.
9	69	270	285	Same
10	69	260	285	Henry Ritchie
11	69	260	285	Rosenfeld & Rosenberg
12	69	260	290	Same
13	69	260	290	Cyrus K. Anderson
14	69	275	305	Same
15	69	350	375	Cyrus Alden
16	69	335	335	Charles M. Aiken
17	69	335	335	Joseph B. Batcheldor
18	69	340	340	David S. Smith
19	69	350	360	Isaac Negus
20	69	360	360	John McAuley
21	69	370	370	Isaac Negus
22	69	375	375	Same
23	69	380		
24	69	385	400	Timothy Lynch*
25	69	390	400	Same*
26	69	395	395	Isaac Negus
27	69	400	405	Same
28	69	450	480	Same
1	70	400	400	John Grosch
2	70	360	370	Jacob Shimmels
3	70	355	360	John M. Williams
4	70	350	350	Same
5	70	350	350	Orrington Lunt
6	70	350	350	Same
7	70	345	345	Jesse B. Thomas
8	70	345	345	Same
9	70	345	345	Same
10	70	340	350	P. F. W. Peck
11	70	375	395	Same
12	70	460	465	George W. Clarke
13	70	425		
14	70	425		
15	70	425		
16	70	425		
17	70	430	500	Ed. C. Murphy*
18	70	430		
19	70	435		
20	70	440	440	Adam Hein
21	70	450		
22	70	500	700	David Maurer*

Fractional Section 15, Addition.

S. L.	Lot	Bl'ck	Val.	Am't Sale	Purchaser
1	5	1	1750	P 1750	Heirs of John Wright dec'd
2	5	1	1750	P 1750	Same
1	3	2	900	P 900	Buckner S. Morris
2	3	2	900	P 900	Same
1	2	3	1000	P 1000	Charles Follansbe
2	2	3	800	P 800	Same
1	3	3	800	P 800	John Peter Reis
2	3	3	800	P 800	John Peter Reis
1	6	3	800	P 800	Robert Fergus
2	6	3	800	P 800	Same
1	8	5	1200	P 1200	Harrison Newhall
2	8	5	1200	P 1200	Marcus D. Gilman
1	3	6	700	P 700	Mrs. Temperance Hoit
2	3	6	700	P 700	Same
1	6	6	700	P 700	William Lock
2	6	6	700	P 700	Richard P. Cox
1	3	7	600	P 600	William Harper
2	3	7	600	P 600	Same
1	6	7	600	P 600	Thomas Farrell
2	6	7	600	P 600	Same
1	7	7	600	P 600	Joel Ellis
2	7	7	600	P 600	Same
1	8	7	600	P 600	Ellen S. Crowly
2	8	7	600	660	Peter Page
1	9	7	600	690	John S. Newhouse
2	9	7	700	810	Same
1	10	7	600	P 600	Hugh Webster
2	10	7	650	P 650	Same
1	8	8	800	P 800	John J. Brown
2	8	8	800	P 800	do
1	9	8	800	P 800	do
2	9	8	900	P 900	do
1	1	9	900	1140	John S. Newhouse
2	1	9	800	910	do
1	3	9	600	705	Stephen Athy
2	3	9	600	625	Nathan B Cook
1	4	9	800	880	Jesse B. Thomas
2	4	9	800	930	do
1	9	9	8 0	1070	J. Young Scammon
2	9	9	900	1120	do
1	1	do	700	850	do
2	1	do	600	700	do
1	4	do	600	700	William E Stimson
2	4	do	600	740	Peter J. Denker

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S.	L.	Lot	Blk	Val.	Am't Sale	Purchaser
1	6	9	600	P 600		Francis Klar
2	6	do	600	P 600		do
1	7	do	600	P 600		John Pfund for heirs of
2	7	do	600	P 600		John Kiel deceased
1	10	do	600	P 600		Mattis Matthias
2	10	do	650	P 650		do
1	1	11	600	695		Stephen Athy
2	1	11	550	560		P. F. W. Peck
1	2	11	600	690		Jacob Weizle
2	2	11	550	600		Dennis Canfield
1	3	11	550	570		Peter Reil
2	3	11	550	565		Richard J. Rowley
1	4	11	550	590		C. B. Nelson
2	4	11	550	570		Richard K. Swift
1	5	11	550	565		David S. Smith
2	5	11	550	550		do
1	6	11	550	580		George Held
2	6	11	550	550		P. F. W. Peck
1	7	11	550	570		Michael Hover
2	7	11	550	570		Clement Stose
1	8	11	550	560		Sidney Sawyer
2	8	11	550	575		Alfred P. Wurtz
1	9	11	550	605		Henry Beihslein
2	9	11	600	700		do
1	10	11	550	570		Orrington Lunt for M. E. Ch
2	10	11	600	725		Matthias Best
1	3	12	550	600		William H. Taylor
2	3	12	550	560		do
1	4	12	750	1010		do
2	4	12	750	1060		do
1	2	13	600	710		William Crawford
2	2	13	500	505		P. F. W. Peck
1	3	13	500	515		C. E. Peck & J. C. Church
2	3	13	500	500		do
1	4	13	700	800		Charles E. Peck
2	4	13	700	885		do
1	6	13	500	500		Hart L. Stewart
2	6	13	500	500		Same
1	7	13	500	500		Peter L. Yoe
2	7	13	500	500		P. F. W Peck
1	1	14	600	600		Hubert Marsh & Anton Miller
2	1	14	525	525		P. F. W. Peck
1	2	14	600	710		Orrington Lunt
2	2	14	525	525		P. F. W. Peck
1	3	14	525	555		Giesbert Pottgieser
2	3	14	525			
1	4	14	525	525		P. F. W. Peck
2	4	14	525			
1	5	14	525			
2	5	14	525			
2	6	14	525			
2	6	14	525			
1	7	14	525			
2	7	14	525			

S.	L.	Lot	Blk	Val.	Am't Sale	Purchaser
1	8	14	525	525		J. Y. Scammon
2	8	14	525	530		Same
1	9	14	525	535		Peter Page
2	9	14	575	585		Same
1	10	14	525	525		John M. Reis
2	10	14	575	615		William Galvin
1	1	15	550	555		P. F. W. Peck
2	1	15	500	500		Same
1	2	15	550	600		Peter Reis
2	2	15	500			
1	3	15	500	500		Bridget M. Evoy
2	3	15	500	500		Wolfang Sporlein
1	4	15	500			
2	4	15	500			
1	5	15	500	500		P. F. W. Peck
2	5	15	500			
1	6	15	500			
2	6	15	500	500		Michael Reich
1	7	15	485			
2	7	15	485			
1	8	15	485	485		Thomas Hartsell
2	8	15	485	495		Same
1	9	15	465	560		Alexander Loyd
2	9	15	500	570		Same
1	10	15	465			
2	10	15	500	540		Adam Homan
1	6	16	465	495		Henry G. Hubbard
2	6	16	465	480		Jeremiah Price
1	6	17	375	400		John S. Newhouse
2	6	17	375	385		Same
1	7	17	375	400		J. M Wilson & J. Butterfield
2	7	17	375	435		Same
1	10	17	375	420		Hart L. Stewart
2	10	17	400	500		Same
1	1	18	465	540		Charles B. Hosmer
2	1	18	400	450		Same
1	2	18	465	465		John B. Williams
2	2	18	400	400		Charles Rippon
1	3	18	375	375		Michael Gross
2	3	18	375			
1	4	18	375	415		Charles B. Hosmer
2	4	18	375	390		Jabez H. Foster
1	5	18	375	385		Same
2	5	18	375	400		Same
1	6	18	375	375		Joseph Freemanville
2	6	18	375			
1	7	18	375	375		Isaac Negus
2	7	18	375	375		Same
1	8	18	375	450		Richard K. Swift
2	8	18	375	405		John Power
1	10	18	375	375		Isaac Negus
2	10	18	400	420		Same
1	1	19	400	400		James Branigan
2	1	19	350	350		Same
1	2	19	350			

S.	L.	Lot	Blck	Val.	Am't Sale	Purchaser
2	2		19	350	350	Hubert Sipp
1	3		19	350	350	Elisha E. Hundley*
2	3		19	350	350	Same*
1	4		19	350	350	Richard K. Swift
2	4		19	350	350	J. Y. Scammon
1	5		19	350	370	John H. Foster*
2	5		19	350	370	Martin H. Demmond*
1	6		19	350	350	Joseph F. Kiar*
2	6		19	350		
1	7		19	350		
2	7		19	350		
1	8		19	350	350	John Bishop
2	8		19	350	350	Elisha E. Hundley*
1	9		19	350	380	Richard K Swift
2	9		19	400	410	Christopher C. Robinson
1	10		19	350	350	Thomas Hartsell
2	10		19	400	440	Nicholas Weenan
1	6		21	275	430	Samuel N. Davis
2	6		21	275	350	Richard W. Sherman
1	7		21	275	340	J. Y. Sanger
2	7		21	275	400	Same
1	8		21	400	630	Same
2	8		21	400	750	Same
1	9		21	400	690	Joseph Peacock
2	9		21	400	600	Same
1	10		21	275	300	Hart L. Stewart
2	10		21	275	320	Same
1	11		21	275		
2	11		21	275		
1	12		21	400	410	Jonathan Burr
2	12		21	400	415	John Lewis
1	14		21	275	275	Elijah Peacock*
2	14		21	300	300	Elijah Peacock
1	1		22	300	365	Jno. C. Mitchell
2	1		22	275	335	Richard K. Swift
1	2		22	300	310	John Ertz & others
2	2		22	275	280	J. Y. Scammon
1	3		22	275	275	Horatio Hitchcock
2	3		22	275	275	Edward Davlin
1	4		22	275	310	Henry Vreeland
2	4		22	275	300	Wooster & Harmon.
1	5		22	275	300	Elijah Swift
2	5		22	275	310	Same
1	6		22	275		
2	6		22	275	275	Hugh S. Spear*
1	7		22	275	275	Same*
2	7		22	275	275	Patrick Tracy*
1	8		22	275	300	Wooster & Harmon
2	8		22	275	290	Charles R Drew
1	9		22	275	300	Wm. M. Ferry
2	9		22	275	290	Same
1	10		22	275	290	Patrick Tracy*
2	10		22	275		
1	11		22	275	275	Gideon M. Jackson
2	11		22	275	275	Same

S.	L.	Lot	Blck	Val.	Am't Sale	Purchaser.
1	12		22	275	300	Jno. H. Foster
2	12		22	275	295	Same
1	13		22	275	300	City of Chicago for
2	13		22	300	330	for use of Schools
1	14		22	275	275	Gideon M. Jackson
2	14		22	300	300	Same

S Fr. of Fr. Sec. 3. T 39, N. R, 14 E.

[DUTCH SETTLEMENT.]

Block	V l.	Am't Sale	Purchaser
1	475	P 475	Laurens Deidrick & others
2	490	P 490	Matthias Theis & others
3	550	P 550	Henry Best & others
4	70	P 70	Austin Gauer
5	80	P 80	Wm. Kemper
6	200	P 200	Henry Knopf & others
7	600	P 600	Ole Markeson & others
8	600	P 600	Keil Williamson & others
9	375	P 375	Nicholas Roscope & others
10	90	P 90	Matthias Smith
11	100	P 100	Nicholas Barnes
12	600	P 600	Peter Loucks & others
13	610	P 6 0	Barbara Bright and others
14	675	P 675	Jacob Reims & others
15	725	P 725	Wm. B. Ogden
16	100	P 100	Matthias Longenfelt
17	100	P 100	Nicholas Pinter & others
18	625	P 625	Andrew Larson & others
19	250	P 250	Michael Diversy & others
20	725	P 725	Peter Kanterberger
21	775	P 775	Michael Diversy & others
22	470	P 470	Andrew Spoher & others
23	630	P 630	Richard Lapin & others
24	110	P 110	Joseph Staunn & others

W hf Sec. 5 Town 39 N Range 14 E

EXCEPT S E QR OF N W QR AND N E QR OF S W QR.

	1	450	P 450	Daniel Elston*
	2	180	P 180	Same*
	3	270		
	4	400	400	Noah Buckley
	5	400		
	6	450		
	7	450		
	8	450	450	Daniel Elston*
	9	450	P 450	Same*
	10	500	P 500	Same*
	11	500		
	12	480		
	13	500	P 500	Daniel Elston*
	14	20	30	Same*
	15	495	495	David S. Lee*
	16	55	105	Same*
	17	510	625	David S. Lee*
B*				

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Block	Val.	Am't Sale	Purchaser
18	70	165	Same*
19	595	615	Same*
20	500		
21	500	600	Henry Hahn
22	500	735	John Lewis
23	730		
24	989	P 980	Daniel Elston*
25	200	P 200	Same*
26	980	980	Same*
27	650		
28	500	665	John Kuhl
29	500	P 500	Same

Sec. 7 Town 39 N Range 14 E.

1	550	610	Wm. Lill & Michael Diversy
2	550	590	A. Neilson & J. Larson
3	500		
4	450		
5	400		
6	350	350	James E. Killick
7	300		
8	600		
9	400		
10	300		
11	350		
12	400		
13	450		
14	500		
15	600		
16	700		
17	900		
18	700		
19	600		
20	550		
21	500		
22	350		
23	300		
24	400		
25	400		
26	400		
27	400	400	David Rattray*
28	550		
29	700		
30	800		
31	1000		
32	1200		
33	1600	1600	Walter P. Roche
34	1300	1300	Floremont Canda
35	1000	1000	John Lewis
36	900	900	W. Briggs & Thos. R. Greene*
37	750	825	Same*
38	650		
39	600		
40	500		
41	600	600	Noah Buckley

Lot	Block	Val.	Am't Sale	Purchaser
	42	750	750	William Briggs*
	43	950	950	Christopher C. Robinson*
	44	1000	1000	Thomas Stinson
	45	1100	1110	J. Gorman & H. N. Heald
	46	1250	1250	Rosalie Chapron
	47	1500	1700	Christopher C. Robinson
	48	1650	1820	Floremont Canda
	49	P1900	1900	Reuben Taylor
	50	P1500	1500	Reuben Taylor
	51	P1050	1050	John Murphy
	52	950	970	Same
	53	900	930	Augustin D. Taylor
	54	700	770	Thomas Stinson
	55	700	745	Hannibal G. Rice
	56	550	620	Noah Buckley
	57	600	600	Same
	58	750	750	J. Y. Scammon
	59	850	850	Thomas R. Greene
	60	900	1020	James W. Grogan*
	61	1000	1000	J Y. Scammon
	62	1000	1010	Robert J. Haines
	63	1200	P 1200	Reuben Taylor
	54	1300	P 1300	Same

W hf, & W hf of N E qr, Sec. 17, Town 39, N Range 14 E.

	1	3050	P 3050	Mary Bracken
	2	2275	2275	Same
	3	1575	1575	D. Mullen for himelf & as guardian of B. A. Mullen a minor
	4	1400	1400	Jesse B. Thomas
	5	1100	1310	Jason McCord
	6	525	820	John Lewis
	7	225		
	8	770		
	9	800		
	10	875	1205	Jesse B. Thomas*
	11	1120	1250	Elisha E. Hundley*
	12	1470	1600	Robert Haines & S. Page
1	13	922½	P922½	Mrs Bracken
2	13	1537½	P1537½	Thomas Cook
	14	2275	2275	Thomas Cook
	15	1400	1500	Same*
	16	1050	1245	Stephen F. Gale*
	17	875	1200	Same*
	18	735	P735	John M. Underwood
	19	700		
	20	560		
	21	630	P630	John M. Underwood
	22	770	1000	P. F. W. Peck*
	23	840	1050	Jesse B. Thomas
	24	1120		
	25	1950		
	26	1750		

Block	Val.	Am't Sale	Purchaser
27	975		
28	780		
29	650	870	Henry Vallette
30	550	P 550	Jno. M. Underwood
31	520	P 520	Same
32	400	P 400	Same
33	400	P 400	Same
34	450	650	Henry Vallette
35	550	790	Same
36	625		
37	1200		
38	1540	1600	John S. Riddle
39	1200	1300	Same
40	1050	1050	Same
41	980	1100	John M. Underwood
42	780	820	John S. Riddle
43	845	910	Same
44	910	910	Same
45	1170	1240	Same
46	1040	1100	Same
47	845	990	Henry Vallette
48	715	790	Thomas Stinson
49	650	900	John S. Riddle

S E qr of Sec. 17, Town 39, N Range 14 E

1	2550	2580	John S. Riddle
2	1975	2020	Same
3	1475	1580	Same
4	1000	1 00	Jonathan Burr
5	400	490	Same
6	400	400	Mosely & McCord
7	700	740	John S. Riddle
8	900	910	Same
9	1440	1440	Same
10	1875	1910	Same
11	1800	1800	Same
12	1400	1400	Same
13	925	925	Same
14	625	625	George Steel
15	330	330	M. Doyle & Alex. Crawford
16	300	300	A J. Douglass
17	575	590	John S. Riddle
18	735	755	Jno. Brown
19	1100	1100	Jno. S. Riddle
20	1460	1460	Same
21	1200	1200	Hiram Goodwin
22	970	970	Jno. S. Riddle
23	640	640	Same
24	480	480	George W. Clark
25	275	290	Jno. S. Riddle
26	250	250	William Stunkle
27	475	490	Jno. S. Riddle
28	580	600	Same
29	950	950	Same
30	1050	1050	Patrick Consadine

Sec. 21, Town 39 N. Range 14 E.

EXCEPT NORTH EAST QUARTER.

Lot	Block	Val.		
1	1	582		
2	1	336		
3	1	304		
4	1	539		
1	2	252		
2	2	324		
3	2	324		
4	2	297		
5	2	300		
6	2	228		
1	3	486		
2	3	445		
3	3	700		
4	3	445		
1	4	312	700	Henry McAuley
2	4	225	510	Festus Clark
3	4	200	510	Edward N. Hopkins
4	4	200	410	Gideon Westbrook
5	4	250	530	William M. Ferry
1	5	220	500	John S. Riddle
2	5	75	250	F. Clark & E. N. Hopkins
1	6	200		
2	6	225		
1	7	445		
2	7	445		
3	7	405		
4	7	405		
1	8	225		
2	8	295		
3	8	295		
4	8	270		
5	8	277		
6	8	202		
1	9	539		
2	9	304		
3	9	280		
4	9	490		
1	10	490		
2	10	280		
3	10	252		
4	10	441		
1	11	200		
2	11	280		
3	11	270		
4	11	243		
5	11	255		
6	11	178		
1	12	405		
2	12	405		
3	12	364		
4	12	365		

Lot	Bl'ck	Val.	Am't Sale	Purchaser
1	13	225		
2	13	300		
1	14	250	670	William Greene
2	14	225	540	Thomas Stinson
3	14	200	520	Sylvester Marsh
4	14	150	380	Jesse B. Thomas
5	14	150	480	David L. Hough
1	16	515		
2	16	237		
3	16	356		
1	17	364		
2	17	364		
3	17	324		
4	17	324		
1	18	175		
2	18	256		
3	18	243		
4	18	216		
5	18	230		
6	18	150		
1	19	240		
2	19	243		
3	19	140		
	20	450		
1	21	332		
2	21	249		
3	21	249		
4	21	332		
1	22	88		
2	22	175		
3	22	180		
1	23	262		
2	23	55		
1	24	283		
2	24	283		
3	24	243		
4	24	240		
1	25	311		
2	25	311		
3	25	267		
4	25	267		
1	26	240		
2	26	240		
3	26	240		
4	26	200		
	27	225		
	28	437		
1	29	249		
2	29	207		
3	29	207		
4	29	249		
1	30	332		
2	30	249		
3	30	249		
4	30	332		

Lot	Bl'k	Val.	Am't Sale	Purchaser
	31	324	505	John Corey
	32	375	510	Same
1	33	80	285	Jeremiah Crotty
2	33	150	395	Same
3	33	170	380	John Corey
4	33	150	350	Sam'l N. Davis
1	34	150	370	George Maurierre
2	34	150	360	Thomas Stinson
3	34	125	320	Same
4	34	90	220	J. Young Scammon
1	35	160	460	Thomas Stinson
2	35	130	210	Wm. Rinne
3	35	130	275	P. F. W. Peck
4	35	130	230	Frederick Winder
5	35	130	340	Jeremiah Crotty
6	35	100	225	Wm. Adam
7	35	120	250	Thomas Stinson
8	35	120	290	Same
9	35	120	310	Wm. Greene
10	35	170	395	Thomas Stinson
	36	530	1210	John S. Riddle
1	37	520	1010	Same
2	37	460	760	Orloff M. Dorman
3	37	220	500	William Greene
1	38	397	520	Thomas Stinson
2	38	273	310	Jno., A. J. & Geo. W. Penny
3	38	378	580	George Roth
4	38	378	710	Jno. S. Riddle
	39	600	710	Orloff M. Dorman
1	40	297	320	Patrick Thompson
2	40	340	360	Joseph D. Webster
1	41	275	420	Henry Franke
2	41	383	560	A. Gelis & Fred. Segtmayer
	42	80		
1	43	580	1110	Jno., A. J. & G. W. Penny
2	43	550	1210	Same
1	44	360	700	Same
2	44	340	620	Jno. S. Riddle
3	44	300	300	Elisha E Hundley
4	44	300	620	Jesse B. Thomas
1	45	312	500	A. Hagleman and others
2	45	292	350	Jno. S. Riddle
3	45	253	410	Joseph D. Webster
4	45	273	430	Same
1	46	346	460	Jno. S. Riddle
2	46	297	420	Dennis Bartley
1	47	450		
2	47	425		
1	48	420		
2	48	400		
3	48	360		
4	48	400		
1	49	480		

Lot	Block	Val	Am't Sale	Purchaser.
2	49	440		
3	49	420		
4	49	440		
1	50	360		
2	50	360		
3	50	330		
4	50	330		
1	51	525		
2	51	510		
3	51	405		
4	51	420		
1	52	640		
2	52	620		
3	52	480		
4	52	500		
1	53	600		
2	53	560		
3	53	420		
4	53	460		
1	54	650		
2	54	500		
1	55	1119		
2	55	921		
1	56	900		
2	56	900		
3	56	760		
4	56	800		
1	57	900		
2	57	900		
3	57	800		
4	57	800		
1	58	682		
2	58	682		
3	58	604		
4	58	604		

W hf of Sec. 27 Town 39 N Range 14 E

Lot	Block	Val	Am't Sale	Purchaser.
1		450	480	Lorenzo P. Sanger
2		678	710	Peacock, Laflin & Wheeler
3		350	410	Henry McAuley
4		440	440	J. Butterfield & J. M. Wilson
5		500		
6		480		
7		410	440	William W. Low*
8		400		
9		375	375	Butterfield & Wilson
10		50	110	Andrew P. Wheeler
11		125	240	Noyes Oaks
12		385	400	David C. Thatcher
13		385	430	Lorenzo P. Sanger
14		420	430	R. K. Swift
15		420	520	Joseph Peacock*

Block	Val	Am't Sale	Purchaser.
16	70	175	Noyes Oaks
17	130	215	Jno. Lewis
18	390	390	Butterfield & Wilson
19	450	450	Wm. Briggs & Thos. R. Greene*
20	432	432	Charles Follansbee
21	420	420	Marcus D. Gilman
22	437		
23	381	390	Jas. A. Vandervort
24	320		
25	400	425	R. K. Swift
26	400	425	Jonathan Burr
27	340	385	same
28	300	320	R. K. Swift
29	340	400	Peter Cure
30	323	335	John S. Newhouse
31	365		
32	340	340	Jno. H. Foster
33	384		
34	360	360	Hugh Maher*
35	330	350	Michael Reich*
36	350	400	Edward Manierre
37	75	105	Mich'l Mooney
38	150	170	R. K. Swift
39	350	400	Jesse B. Thomas
40	350	380	Rossetter & Wicker
41	40		
42	200	240	Andrew P. Wheeler
43	350	350	Jno. M. Wilson
44	325		
45	325	325	P. F. W. Peck*
46	350		
47	290		
48	290		
49	266		
50	280	370	Rudolph Miguli*
51	200	290	John O'Donnell
52	225	315	Rossetter & Wicker
53	175	325	same
54	280	365	Isaiah Hilliard
55	325	325	Waldo W. Smith & Carlton Drake
56	300		
57	450		
58	325		
59	310	320	John O'Donnell
60	320		
61	285		
62	310	310	Butterfield & Wilson
63	310	330	Jno. H. Foster
64	100	125	same
65	100	150	Hart L. Stewart
66	30	75	Charles Rippon
67	150	205	Jno. H. Foster
68	240		
69	240		
70	225		

Block	Val	Am't Sale	Purchaser.
71	250		
72	250	250	Hugh Newberger
73	290	290	Chas. R. Starkweather
74	280	280	Same
75	260		
76	260	260	Hart L. Stewart
77	260	270	Jesse B. Thomas
78	200	300	John S. Wallace*
79	700	910	Elisha E. Hundley*
80	600	670	Thomas Stinson
81	700	730	Chas. R. Starkweather
82	625	625	Same
83	520	540	Same
84	600	720	Norman B. Judd
85	480	585	Matthew Laflin
86	480	490	Alexander Brand
87	500	535	Jesse B. Thomas
88	535	535	P. F. W. Peck*
89	480	500	Alexander Brand
90	535	620	Orloff M. Dorman
91	645	680	John H. Foster
92	620	625	Crotty, Lonergan & Spelman
93	664	700	Sidney L. Darrow
94	625	680	Wm. Briggs & Thos. R. Greene*
95	575	600	Isaac N. Arnold
96	595	610	J. H. Foster&P. F. W. Peck
97	645	695	P. F. W. Peck
98	625	630	Jeremiah Crotty
99	670	670	Levi D. Boone

S fr pt of Sec. 29 Town 39 N Range 14 E

Lot	Block	Val	Am't Sale	Purchaser.
1	1	60		
2	1	65		
3	1	65		
4	1	60		
5	1	60		
6	1	125		
7	1	100		
1	2	55		
2	2	90		
3	2	100		
4	2	90		
5	2	150		
6	2	160		
1	3&4	80		
2	do	80		
3	do	105		
4	do	135		
5	do	140		
6	do	120		
7	do	120	260	Thos Hoey & Jno. Lonergan
8	do	90		
1	5&6	140	350	Thomas Stinson

Lot	Block	Val.	Am't Sale	Purchaser
2	5&6	130	300	Martin Spelman
3	do	120	260	Thomas Stinson
4	do	110	235	John Dempsey
5	do	100		
6	do	125		
7	do	147		
1	7,8&9	100		
2	do	90		
3	do	90		
4	do	90		
5	do	90		
6	do	70		
7	do	70		
8	do	150		
9	do	85		
10	do	120		
	14	110		
	15	160		
	16	160		
	17	300	r 300	Barney McKenna
1	18	25		
2	18	35		
3	18	73		
4	18	75		
5	18	75		
1	19	75		
2	19	66		
3	19	66		
4	19	45		
5	19	30		
1	20	90		
2	20	90		
3	20	90		
4	20	90		
1	21	90		
2	21	90		
3	21	90		
4	21	90	160	Christopher Duff
1	22	90		
2	22	90		
3	22	90	155	Lorenzo P. Sanger
4	22	90		
1	23	80		
2	23	90		
3	23	90		
4	23	90		
1	24	170		
2	24	190		
3	24	80		
4	24	90	p 90	Thomas Hoey
5	24	90	p 90	Same
6	24	90	90	Peter Quinn
7	24	90	130	Same
8	24	300	410	Martin Spelman
9	24	300	430	H. L. Stewart

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Lot	Block	Val.	Am't Sale	Purchaser.
10	24	300	P 300	Thomas Hoey
11	24	300	P 300	Same
12	24	500	P 500	Sam'l N. Davis
13	24	300	P 300	Same
14	24	650	815	Henry G. Hubbard
1	25	90	160	L. P. Sanger
2	25	90	150	Thomas Stinson
3	25	75	100	Patrick Tracy
4	25	75	115	James McKon
5	25	245	390	Jno. S. Riddle
6	25	215	290	Thomas Stinson
1	26	90		
2	26	90		
3	26	75		
4	26	75	85	Michael Bonfield
5	26	185	190	Matthew Hayne
6	26	155	200	Jno. S. Riddle
1	27	75		
2	27	75		
3	27	75		
4	27	75		
5	27	120		
6	27	85		
1	28	75		
2	28	75		
3	28	75		
4	28	75		
5	28	85		
1	29	150		
2	29	120		
1	30	155		
2	31	50		
1	32	40		
2	32	50		
3	32	25		

E hf of Sec. 31 Town 39 N Range 14 E

Block	Val	Am't Sale	Purchaser.
1	130	150	Thomas Stinson
2	270	300	Same
3	200	210	Alexander Morrison
4	182	215	Wm. B. Snowhook
6	182	195	Jeremiah Crotty
5	190		
7	25	25	James L. Loop*
8	70	100	Mich'l Smith
9	230	230	Thomas Stinson
10	150	255	Same
11	254	260	Hugh Maher & Mich'l Smith
12	183	200	Cyrenius Beers
13	183	185	Same
14	225	225	Thomas Stinson
15	280	305	P. F. W. Peck

Block	Val.	Am't Sale	Purchaser
16	37	75	Thomas Stinson
17	130	135	Same
18	180	182	Same
10	182	195	Noyes Oaks
29	182	240	Cyrenius Beers
21	150	160	Hart L. Stewart
22	150	165	William Galvin
23	150	150	Thomas Stinson
24	150	150	Same
25	150	150	Same
26	150	150	Same
27	150	150	Same
28	150	155	Same
29	120	120	Cyrenius Beers
30	120	130	Same
31	120	130	Same
32	120	120	Same
33	120	120	Same
34	120	130	Same
35	120	130	Same
36	120	135	Same

Sec. 33 Town 39 N Range 14 E

1	1400	Elisha E. Hundley*
2	1500	
3	1200	
4	1100	
5	1000	
6	900	
7	800	
8	700	
9	600	
10	700	
11	800	
12	800	
13	900	
14	1000	
15	1000	
16	120	
17	800	
18	700	
19	700	
20	600	
21	600	
22	600	
23	500	
24	500	
25	400	
26	400	
27	400	
28	500	
29	500	
30	600	
31	600	
32	700	

E hf of Sec. 29 Town 40 N Range 14 E

Block	Val	Am't Sale	Purchaser.
1	250	250	Theodore Brandt
2	250	280	Edwin H. Sheldon
3	275	315	Same
4	275		
5	325		
6	325	365	Edwin H. Sheldon
7	350	405	Same
8	350		
9	360	360	Frederick Bargman*
10	300	300	Robert Edson
11	100	160	Wm. Lill & M. Diversy*
12	300	420	Same*
13	100	100	Robert Edson
14	360	360	Theodore Brandt & others
15	375	420	Wm. Lill & M. Diversy*
16	125	125	Michael Diversy
17	450	710	Wm. Lill & Michael Diversy*
18	600		
19	460	460	Michael Diversy
20	120		

N hf, N hf of S E qr & E hf of S W qr Sec 33 Town 40 N Range 14 E

Block	Val	Am't Sale	Purchaser
1	127	230	Jno H. Foster*
2	100	245	Same
3	87	165	Same
4	160	200	Jno. H. Kinzie
5	250	P 250	Charles Keil
6	250	390	William Kemper
7	125	190	Jas. A. Vandervort
8	125	210	M. Diversy & Wm. Lill
9	250	320	W. Lill & M. Diversy
10	125	220	Sam'l McKay
11	125	230	Mattis Matthias
12	250	330	Norman B. Judd
13	250	400	Miner & Lewis Porter
14	10	50	Wm. M. Greenwood
15	185	P 185	Henry Oatman
16	155	245	Walter L. Newberry
17	118	275	City of Chicago
18	150	270	Same
19	130	300	John C. Dodge
20	120	330	Edward Brown
21	250	P 250	John Steve
22	125	210	Jas. Hughes & P. Williamson
23	125	315	Samuel McKay
24	250	490	Same
25	250	450	Same
26	300	405	Robert Edson
27	300	435	John H. Foster*
28	300	P 300	Wm. Schorr
29	150	P 150	Heirs of Peter Delvo

Block	Val.	Am't Sale	Purchaser
30	150	P 150	Heirs of Peter Delvo
31	268	P 268	Christian Kohn
32	35	45	John H. Foster*
33	295	400	City of Chicago
34	245	370	Same
35	480	520	Same
36	240	300	Same
37	110	250	Huburtus Schardine
38	135	250	F. G. Blanchard
39	175	410	Samuel McKay
40	300	580	W. E. Doggett & D. H. Hills
41	300	535	Thomas Melvin and others
42	350	415	Sam'l J. Lowe
43	350	580	Isaac Hardy
44	350	640	John Burton
45	170	P 170	Jacob Milliman
46	60	P 60	Same
47	48	95	Wm. Lill*
48	95	P 95	Jacob Milliman
49	400	P 400	Same
50	290	290	City of Chicago
51	400	605	Wm. Lill
52	400	610	W. B. Ogden & W. E. Jones
53	450	680	Same
54	450	800	Michael Diversy

LANDS.

Division	Sec.	T.	R.	Acres	Valuation	Am't Sale	Purchaser.
N hf N E qr	1	39 N	13 E	81.05	1296.80		
S hf N E qr	"	"	"	80	1280		
N hf N W qr	"	"	"	82.19	1232.85		
S hf N W qr	"	"	"	80	1200		
E hf S E qr	"	"	"	80	2400		
W hf S E qr	"	"	"	80	1600		
E hf S W qr	"	"	"	80	1600		
W hf S W qr	"	"	"	80	1440		
E hf N W qr	13	"	"	80	3200		
W hf N W qr	"	"	"	80	3200		
E hf S E qr	"	"	"	80	3200		
W hf S E qr	"	"	"	80	3200		
E hf N W qr	25	"	"	80	1200		
W hf N W qr	"	"	"	80	1200		
W hf S E qr	"	"	"	80	1200		
N E qr S E qr	"	"	"	40	600	600	Thos. Nolan
S E qr S E qr	"	"	"	40	600		
E hf S W qr	"	"	"	80	1200	1200	Peter Nolan
W hf S W qr	"	"	"	80	1200		
E hf N E qr	19	"	14 "	80	3200	3200	Thos. Stimson
W hf N E qr	"	"	"	80	2800	2800	T H Campbell*
E hf N W qr	"	"	"	80	2400	2400	& Isaac Cook*
W hf N W qr	"	"	"	80	2000	2000	S. A. Douglass*
E hf S E qr	"	"	"	80	3200		
W hf S E qr	"	"	"	80	2400		
E hf S W qr	"	"	"	80	2000		
W hf S W qr	"	"	"	80	1600		
Part of NW qr N. of Canal	31	"	"	12.51	162 63	162.63	John Fleming
Part of NW qr S. of Canal	"	"	"	134.22	1610.64		
N hf S W qr	31	39 "	14 "	79.98	960	960	Jas. McKee.
S hf S W qr	31	39 "	14 "	79.98	960		
N W qr	29	40 "	14 "	160	2560	2560	Lill & Diversy.
E hf N W qr	31	40 "	14 "	80	2000		
N hf S E qr	31	40 "	14 "	80	2800		
N hf S W qr	31	40 "	14 "	80	2800	2800	Asahel Pierce.
S hf S W qr	31	40 "	14 "	80	2800	2800	Wm. Lytle.

James H. Rees. Edward A. Rucker

LAND AGENCY,

Randolph Street, Basement of Court House,

CHICAGO, ILLINOIS.

REES & RUCKER

Having established an Office in the City of Chicago for the transaction of a

GENERAL LAND AGENCY BUSINESS

FOR

ILLINOIS, WISCONSIN, MICHIGAN, AND NORTHERN INDIANA,

Will attend to the Purchase and Sale of Real Estate, Payment of Taxes, Redemptions from Tax Sales, and the Examination of Lands.

THEY GIVE PARTICULAR ATTENTION TO THE

INVESTIGATION OF TITLES & CONVEYANCING.

NEW MAP OF CHICAGO.

REES & RUCKER have just published a *Lithograph Map* of CHICAGO AND VICINITY, embracing an extent of eight miles North and South, by four and a half East and West, exhibiting the several Additions in the City, the Subdivisions of Canal Lands, as made by the Canal Trustees in August and September, 1848; and the various other Subdivisions of Lands in the City and the immediate vicinity; giving the names of the owners of the several tracts not subdivided.

On it are laid down the Chicago River and Harbor, as now being widened and improved, the Illinois and Michigan Canal, Galena and Chicago Union Rail Road, South West Plank Road, and the Streets and Avenues traversing and leading into the City.

This Map forms a valuable companion to the list of Canal Lots and Lands offered for sale in September, 1848, and May, 1849, as it shows the location of the several lots and tracts described in the list.

For Sale by the following Persons:

CHICAGO—Rees & Rucker, Basement of Court House.
Hoisington & Stacy, Book Binders, No. 61 Clarke street.

NEW YORK—S. H. Fleetwood, No. 20 Nassau street.

CINCINNATI—Bradley & Anthony, Booksellers.

ST. LOUIS—Julius Hutawa, Lithographer.

Stipulation. Filed Sixteenth January A
D Eighteen hundred & fifty four

211

Cook County Court of
Samuel Kilbreth &
Danney D Camp
vs
Chancy Fallenbee
Common Pleas
In Chancery

It is hereby stipulated and
agreed that the statements of Sales Valuation of
lands &c. in the annexed pamphlet are Correct;
& that the same may be used in evidence in
this Cause the same as if proved by depositions

Goodrich & Scoville
Complts Solrs

A Huntington
Sols for Defts

Reference to in Stipulation filed
January 16 A D 1854. M Sandidge Clk

[2291-120]

Copy of Stipulation filed Jany 30th 1855.

Cook County Court
of Common Pleas

213

James P. Kilbreth &
Harvey D. Camp
vs
Charles Ballantree

In Chancery

It is hereby Stipulated & agreed that the depositions of James J Pearson & Solomon Keys, taken before Walter Kimball Esq Clerk of said Court in the former Cause between the said parties, in this Court may be used in evidence in this Cause the same as if taken herein; also that the description of the land therein is Correct, and the same referred to in the bill and answer filed herein, as being located in McHenry County: also that the Stipulation entered into in said former Suit about Sales of Canal Lands, & filed therein 16th January 1854. is good & may be used in this Suit the same as if originally made herein; also that the Copy of Correspondence filed in said former Suit twenty Second December eighteen hundred & fifty three, may be referred to and used in this Case, the same as if filed herein, under the same Stipulation as in said former Suit.

Goodrich & Scoville
Complts Solicitors

Jan 31 1854. A Huntington Atty for Defts

Stipulation filed Jany 30 - 1855
Walter Kimball, Clerk

[12291-121]

214.

Copy of Stipulation filed in said Cause January Nineteenth Eighteen Hundred & fifty five

Kilbreth & DeCamp

vs

Charles Gallanshe

It is hereby admitted by the Solicitors that the sum in this Cause found by the Master in Chancery to be due the said defendant, in his report has been tendered to the said defendant, and that said defendant has refused to receive the same and make Conveyance to said Complainants of the premises in the bill of Complaint Mentioned

A Huntington
Solr for Defts
Grant Goodrich
Solrs for Complts

215.

And afterwards to wit. on the twenty fourth Day of December A.D. Eighteen Hundred & fifty five. said day being one of the days of the November Vacation term of said Cook County Court of Common Pleas for the year aforesaid. the following proceedings were had in said Cause and entered of Record in said Court. to wit

James P. Kilbreth & Harvey DeCamp
vs
Charles Gallandet
} In Chancery Bill.

And now at this day come the parties by their Solicitors, and this Cause being submitted to the Court on the Bill Answer. Proofs and exhibits, and the Court being fully advised in the premises, and it appearing from the bill answer proofs and exhibits in this Cause that the said defendant did purchase and obtain the title to Lot number fifty-seven in Section Number Seven in Township Number Thirty-nine North of Range Number fourteen East of the third principal Meridian. Situate lying and being in the City of

L/2291-122

Chicago County of Cook and State of Illinois,
the same having been subdivided by the Trustees
216 of the Illinois & Michigan Canal, by agreement
with said Complainants, or said Person as their
agent as alleged in said Bill of Complaint,
And said Person having assigned his interest
in said premises to said Complainants, and
that said defendant now holds the title there
to in trust for said Complainants:

And it further appearing, that said defendant
has made advances upon said premises for
said Complainants, and that he has paid taxes
thereon, and is entitled to Commissions and
Compensation from said Complainants for
his Services in making said purchase;

It is therefore Ordered, that this Cause be
referred to the Master in Chancery of Cook
County to take and report ~~to this Court the~~
~~amount advanced by said defendant for~~
~~said Complainants on account of the purchase~~
an account between the said parties in the
premises, and that he report to this Court the
amount advanced by said defendant for said
Complainants on account of the purchase money
and taxes on said premises with interest thereon from
the time the same was advanced, and also what Com-
pensation or Commissions said defendant is entitled to for
the purchase and Care of said property for said Complainants

217.

And afterwards to wit. on the Nineteenth day of January A.D. Eighteen hundred & fifty five. said day being one of the days of the January Vacation term of said Court in the year aforesaid the following proceedings were had in said Cause and entered of Record to wit

James A. Kilbreth and Harvey M. Camp vs Charles Follansbe } In Chancery Bill

And now at this day came the said Complainants by Goodrich & Scoville their Solicitors, and the said Defendant by Alonzo Huntington Esqr his Solicitor also comes, and whereas it was decreed by this Court in this Cause heretofore, to wit on the twenty fourth day of November A.D. Eighteen hundred & fifty five as follows. And now at this day came the parties by their Solicitors, and this Cause being submitted to the Court on the Bill answer proofs and exhibits and the Court being fully advised in the premises, and it appearing from the Bill answer proofs and exhibits in this Case that the said defendant did purchase and obtain the title to Lot Number fifty Seven in Section number

[12291-123]

Seven in Township Thirty Nine North of Range Number Fourteen East of the Third principal Meridian
218 Situate lying and being in the City of Chicago County of Cook and State of Illinois, the same having been Subdivided by the Trustees of the Illinois and Michigan Canal by agreement with said Complainants or said Person and as their agent as alleged in said Bill of Complaint and said Person having assigned his interest in said premises to said Complainants and that said Defendant now holds the title thereto in trust for said Complainants. And it further appearing that said Defendant has made advances upon said premises for said Complainants and that he has paid taxes thereon and is entitled to Commissions and Compensation from said Complainants for his services in making said purchase.

It is therefore Ordered, that this Cause be referred to the Master in Chancery of Cook County, to take and report an account between said parties in the premises and that he Report to this Court the amount advanced by said Defendant for said Complainants on account of the purchase money and taxes on said premises with interest thereon from the time the same was advanced and also what Compensation or Commissions said Defendant is entitled

Master's Report

State of Illinois } ss Cook Co. Court of Com. Pleas
Cook County } Office of Master in Chancery

219. James J. Wilbreth & Nancy De. Camp
v
Charles Fallandbe } In Chancery

Hon. John D. Wilson Presiding Judge of the Cook Co. Court of Common Pleas in Chancery sitting —

In pursuance of a decretal order of said Court by which it was referred to me to take and report an account between the parties in said cause in the premises and the amount advanced by said defendant for said complainants on account of the purchase money and taxes on said premises with interest thereon from the time the same was advanced and also what compensation or commissions said Defendant is entitled to for the purchase and care of said property for said complainants and report thereon —

350. I. D. C. Farnie Greer Master in Chancery of Cook County in the State aforesaid do hereby certify and report that on this fifth day

[2291-124]

to for the purchase and care of said property for said Complainants.

And the said Master in Chancery having prepared his Report herein, in the words and figures following to wit:

219.

of January AD 1856. at my Office in the City of Chicago appeared the said complainant by Scoville their Solicitor and the Defendant by Huntington his Solicitor at which time and place I proceeded to a hearing and examination of the Matters embraced in said reference —

220 On said examination it was proven that at the time of the purchase of the said land set forth and described in said Bill of complaint to wit Block 57 in Sec 7. T 39 N R. 14. E. the said defendant applied in part payment a certain tract of land of which he was then seized in McHenry County State of Illinois South. The West half of the S W 1/4 of Sec 33 in T 44 North R 7. E. 3 P. M —

The parties by their Solicitors then proceeded to ascertain by testimony the value of said tract of land in said McHenry County —

Deposition of S. T. Pearson and Salmon Keyes was introduced and read the same being on file among the papers in said cause —

Also deposition of Michael Burt Marcus H. Bovee & Samuel Smith was introduced and read the same being on file among the papers in said cause — "

It was admitted by the parties on said examination that said defendant in addition to the tract of land in Henry County aforesaid

221. applied by said defendant in purchase of said Block 57 paid in cash to Nooh Buckley on the purchase price of said Block 57 the following sums of money at the several times following that is to say viz —

December 1 1848	$257.00
September 9th 1849	289.18
September 29th 1850	280.94
September 19th 1851	266.50

It was also admitted by the parties on said examination that said defendant also paid out and disbursed on account of and for said Block 57 for taxes and assessments and for expenses arising in the business of the complainants for monies paid Brien the following sums of Money at the several times as follows to wit;

January 17, 1853	cash paid City Taxes for year 1852 on said Block 57	$11.20
April 25	cash " County & State taxes " " " " "	18.55
Nov 7	cash paid Assessment for Hamburg Street Assest	229.50
Dec 16	" " " " " "	34.00
April 9th 1854	Cash " County & State tax 1853	" " 49.84
March 29 1855	Cash " City tax 1854	" " 55.00

[2291-125]

" " Cash " County & State " " " " 43.04
Nov 1848 Cash paid expenses in matter of business with Green 17.85

222

It was also admitted by the parties on said examination that five per centum is a fair and reasonable compensation to the said defendant for the purchase of said Block 57, and the sum of two hundred and ten dollars a fair compensation to the said defendant for his care and attention in the payment of Taxes and assessments upon the said Block and for the general care and supervision thereof.

I do hereby further certify and Report that I find from the evidence before me, the said tract of land in McHenry so as aforesaid applied by the said defendant toward the purchase price of the said Block 57, to have been at the time of the said purchase the sum of $134.00

I do hereby further certify and Report that it was stipulated and agreed by the parties Complainants and defendants on said examination that the admissions made respectively by said parties in fixing the amount of the disbursements made by said defendant and his compensation for the care of said Block 57

and commissions for purchasing were to be
taken without prejudice to either party as to
the merits of the complainants equities or the
223 defense of the defendant to the said suit &c

I do therefore, the premises and evidence
considered audit and state the account betw-
een the said parties, by items, with interest
as directed in said decretal Order as follows to wit

		1848		
Decr	1	By value as found of the W½ of the NW¼ Sec 33. 24 N R 7 W		134.00
		By interest on same from said Dec 1. 1848 to Jany 5 1856 7 years 1 Mo and 5 days to date of the Report & 6 per cent		57.06
		By cash paid Buckley as above stated		250.00
"	"	By int on same to date of this Report & 6 per ct 5 yrs 1 Mo & 5 days		106.46
		1849		
Sept	7	By cash paid Buckley at this date		289.18
		By int on same to date of this Report at 6 per ct 6 years 3 Mos & 28 days		109.78
Sept	27	By cash paid Buckley at this date		280.94
		By int on same to date of this Report at 6 pr ct 5 years 3 Mos & 8 days		88.83
		1851		
Sept	19	By cash paid Buckley at his date		266.50
		By int on same to date of this Report at 6 pr ct 4 years 3 Mos & 16 days		68.66
		1853		
January	17	By cash paid county tax 1852 on said Block 57		11.20
		By int on same to date of this Report		2.40

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1853
April 25. By Cash paid County & State Tax of 1852 18,55

224 By interest on same to date of this Report 3,00

Nov 7. By Cash paid planking assessment on said " " 229,50

By interest on same to date of this report 29,88

Dec 16. By Cash paid planking assessment on said " " 34,00

By interest on same to date of this Report 4,25

1854
April 8. By Cash paid County & State Tax 1853 49,84

By interest on same to date of this Report 5,23

1855
March 29 By Cash paid City Tax 1854 on land " " 55,00

By interest on same to date of this Report 2,20

" " By Cash paid County & State Tax 1854 on 8th 43,07

1848
Nov 1 By Cash paid expenses to Green 17,85

By interest on same to date of this Report 1,65

Dec 1 By commissions at the rate of 5. per cent on $1134 for purchasing said Block 56,70

1856
January 5 By allowance for care of said Block 57 paying taxes &c 210,00

Sum total of defendants account with interest to date of Report $2431,73

1848
Dec 1 To amount of Cash remitted by complainants to the defendant as admitted $375,00
and as appears by the bill answer and proofs to be invested in lands and was applied in purchase of said Block 57

" Interest on same at 6 per ct 7 years 1 mo & 5 days 159,68

534,68

January 5 1856 Balance due defendant at date of this Report $1897,05

I do hereby certify and report that upon accounting as aforesaid I find the sum of Eighteen hundred and Ninety seven dollars and five cents to be due to the said defendant from the said complainants over and above all discounts and set offs.

All of which is respectfully submitted

L. C. Jamie Freer
Master in Chancery
Cook County

Masters Fees $10.00
Paid by complts Solr
L. C. J. F.

And the Court being now fully advised in the premises. It is therefore Ordered adjudged and decreed that the said Report of said Master in Chancery be and the same is hereby in all things Confirmed and established.

And it is Ordered and decreed by this Court that the said Complainants tender and pay unto the said defendant the said Sum of Eighteen hundred and Ninety Seven dollars and five cents with interest thereon from and after the fifth day of January One thousand eight hundred & fifty Six, so found coming to and due the said defendant, and that on such tender and payment that the said defendant make execute and

225.

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[2291-127]

deliver to said Complainant a deed and
Conveyance of said premises in said Bill
226 of Complaint described, to wit Out Lot fifty
Seven (57) of the Canal Trustees Sub divis-
ion of Section Seven in Township Thirty
nine, North of Range Fourteen East of the
third principal Meredian, with Covenants
against his own acts done or Suffered,
and that the said Defendant also pay the
Costs of this Suit and that execution issue
therefor.

And afterwards to wit on the Twenty
first day of January A D Eighteen hundred
fifty Six said day being one of the days
of said January Vacation term of said
Court, the following further proceedings
were had in said Cause under entered
of Record in said Court to wit

James F. Kilbreth &
Hanley & Camp
vs
Charles Callanbe

In Chancery
Bill

And now again

227.

at this day Come the said parties by their Solicitors, and it appearing to the Court by Stipulation on file in this Cause signed by the respective Solicitors of the parties hereto, that the said Complainants have tendered and offered to pay to said defendant the Sum mentioned in the Report of the Master in Chancery heretofore filed herein with interest as Ordered by this Court to be tendered and paid to said defendant, and that said defendant refused to receive said Money and make and execute said Deed in Conformity to said decree.

It is therefore Ordered and decreed that the said Complainants pay over to the Clerk of this Court the said Sum of Eighteen hundred & Ninety Seven dollars and five Cents with interest so as aforesaid found due and Coming to said defendant, and that thereupon the Master in Chancery of Cook County make execute and deliver to said Complainants a Conveyance of all the right title and interest of the said defendant of to and in said premises in said Bill of Complaint described to wit Out Lot Fifty Seven (57) in the Canal Trustees Subdivision of Section Seven in Township

L1229-1288

thirty nine North of Range fourteen East of the third principal Meridian, and that said defendant pay the Costs of this suit and that execution issue therefor.

And thereupon said defendant by his said Solicitor enters his exceptions to the decrees entered in this Cause, and prays an appeal to the Supreme Court of the State of Illinois, which is allowed by the Court on his filing Appeal Bond with Abraham Lincoln as Security in the Sum of three hundred dollars, in thirty days from this date,

And on the said Twenty first day of January in the Year Eighteen hundred & fifty six, the said defendant filed in said Cause his Exceptions, in words & figures as follows to wit.

Cook County Court of Common Pleas.

Thanes Fallandshe
and
James P. Kilbreth &
Wanley DeCamp

} Jany T. A. 1856
In Chancery

And the said defend-

-ant by A Huntington his Solicitor Comes, and Excepts to the decree entered in this Cause, on the ground,

229. 1st. Because said decree is Contrary to Equity & good Conscience,

2nd Because said Decree is against the Law & the evidence Submitted in this Cause,

And prays an appeal, and moves the Court for leave to file an appeal Bond herein within thirty days, in Such Sum as Shall be determined by this Court.

A Huntington
Solr for Deft

Jany 1856.

And afterwards, to wit on the thirteenth day of February A D Eighteen Hundred and fifty Six, the said Defendant filed in said Cause his appeal bond, as follows, to with

Know all men by these presents that We, Charles Gallanshe and Alonzo Huntington of the City of Chicago County of Cook and State of Illinois are held and firmly bound unto James P. Kilbreth and Harvey Lecamp of Cincinnati in the State of Ohio in the Sum of Three Hundred dollars, lawful money of the

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United States, to be paid to the said James P. Kilbreth and Harvey DeCamp, their executors
230 administrators or assigns. For which payment well & truly to be made, we bind ourselves
our heirs executors and assigns, firmly by these
presents, Sealed with our Seals, Dated the
11th day of February One thousand eight
hundred & fifty six.

The Condition of the above obligation is
such, that if the said Charles Dallanshe shall
diligently prosecute an appeal from a decree
entered up in the Cook County Court of Com-
mon Pleas, on the Chancery side thereof, at the
January Vacation term of said Court begun
and held in the City of Chicago in the County and
State aforesaid on the first Monday of January
A.D. 1856. Wherein the above named James P.
Kilbreth and Harvey DeCamp were Com
plainants & the said Charles Dallanshe was
defendant. & shall pay all Costs which may be
adjudged by the Judges of the Supreme Court of
the State of Illinois against the said Charles
Dallanshe on such appeal, then this obligation to
be Void, Otherwise to remain in full force & virtue.
In presence of.

Charles Dallanshe Seal
Alonzo Huntington Seal

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State of Illinois
County of Cook } S.S.

I Walter Kimball Clerk of the Cook County Court of Common Pleas in & for the County & State aforesaid do hereby Certify that the foregoing is a full, true and Correct transcript of all the pleadings, testimony, Stipulations, papers, and decrees on file in my office, in the Case of James F Kilbreth and Harvey McCamp Complainants and Charles Dallanbe defendant.

In Testimony whereof I have hereunto set my Hand & affixed the Seal of said Court at the City of Chicago in said County this 14th day of May A.D. 1856

Walter Kimball
Clerk

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Charles F. Lamber
v
James P. Kilbreth &
Henry D. Camp

Supreme Court at Albany
June Term A.D. 1856
Appeal from Cork

And now the said Charles F. Lamber by his Attorneys Huntington & Beckwith come before the said justices and say that in the decree, record & proceedings aforesaid there is manifest error in this ~~that upon the pleadings and proofs~~ that the decree in said cause ~~ought to have~~ was in favor of the ~~plff in error~~ complainant, ~~also~~ whereas by the by the laws of the land, upon the pleadings and proofs in said cause, the decree of the court below ought to have been in favor of the plff in error, and that said complainants bill be dismissed

2°. That the ~~court~~ decree of the court below was not warranted by the pleadings and proofs in the cause

Wherefore for the error aforesaid and for other error apparent upon the face of said record and proceedings, he prays that said decree may be set aside, reversed and for nothing held & that he may be restored to all things which he by said decree has lost &c.

By Huntington & Beckwith
his attys

[Illegible]

