

first payment being made at Prairie Du Chien, and acknowledged there on the agreement.

13. Did you or not prosecute your purpose of attempting to buy land there, and what efforts did you make to get yourself acquainted with the land there? (Objected to by counsel for Bennett.)

Ans. I bought land there, and before buying, I rode and walked all over the surrounding country for 10 or 15 miles in that neighborhood; I walked all over Mr. Kinzie's place with him at different times.

14. Why did you go over Mr. Kinzie's place so frequently? (Objected to by Bennett's counsel.)

Ans. To examine the quality of the land, and see the amount of timber he had on his place, and to see the condition of the farm generally.

15. Of whom did you buy land, and when was the proposition first made, and by whom? (Question objected to by same.)

Ans. I bought of Mr. James Kinzie; he proposed selling his place to me at our first interview, or as soon as I told him I was wanting to buy land.

16. How long was it from the date he proposed to sell, and the date you actually purchased of him? (Question objected to by same.)

Ans. He proposed selling me either on the 14th, 15th or 16th of March last; I bought of him on the 21st of April, at Prairie Du Chien.

17. Did you or not ever have a conversation with Mr. Kinzie in relation to the property in controversy in this suit. (Question objected to by same.)

Ans. At the time he was urging me to buy his place, while on our way to Mineral Point, he began a conversation about property he once owned in Chicago; he said that I could not do better than to buy land. The witnesses' attention being called by complainant's counsel to the interrogatories, and explaining to the witness that the interrogatory did not call for the conversation had, but as to whether or not he had had such conversation—the witness answers, I did.

18. Did you or not have more than one conversation on that subject?

Ans. Several different times.

19. When did the first conversation on that subject occur?

Ans. I can't remember as to dates; I think it was sometime towards the last of March or first of April; I can tell the exact date by referring to my memorandum.

20. Where did this first conversation take place?

Ans. It was either at Otter Creek, or on our way to Mineral Point; I don't remember distinctly; can tell the exact place by referring to my memorandum.

21. Will you please turn to your memorandum, and state the time and place of the first conversation? (Question objected to by same.)

Ans. The 23rd of March, at Otter Creek, on Kinzie's farm.

22. Please state fully how that conversation was introduced, and give the whole of it as it occurred, as fully as you can recollect. (Question objected to by same.)

Ans. As we were walking over his farm to look at it, he said I could not do better than to buy it, for land was increasing in value very fast, and he referred me to lands that he once owned in Chicago, not naming the lands at that time; that he had sold it some 20 or 22 or 23 years ago, and if he had kept it till now, it would have made a rich man of him, and that the said land was in law suit at that time and he was bound to make forty or fifty thousand dollars out of it, or more; he said it stood on a pivot, and he could knock it either one way or the other, as he pleased. That is about the amount of the conversation on that day, as near as I can recollect, without referring to my memorandum.

23. Did he tell you all this in one statement, or did you participate in what was said, and make observations of your own? (Question objected to by same.)

Ans. He told me it all in one statement, and of his own accord.

24. Did he describe the land in that conversation, or state who the parties to the suit were. (Question objected to by same.)

Ans. He did not.

25. When you went with Mr. Kinzie to Mineral Point to take the returns of election, as already stated by you, did you or not have any conversation with him on the subject of the land in controversy in this suit; if so, please state what it was? (Question objected to by same.)

Ans. I did have a conversation with him on that point, or on that subject. In the way of inducing me to buy his farm on Otter Creek, he told me that he once owned land in Chicago; eighty acres of land in Chicago; and if he had kept it until that time, that it would have made him a rich man; that he had sold it to a man by the name of Cole, I think he said, about 22 years ago—he did not speak definite as to the time—but it was bound to make him rich yet. I asked him how he expected to get rich if he had sold it. He said he had only given a quit claim deed for it, or a quit claim bond for a deed; it is so long that I can't recollect exactly, but on recollecting, it was a quit claim deed. I asked him if they had not got abstracts? He said he did not know; but he and a man by the name of Walker—George E. Walker—had bought it, or rather a floating claim for 80 acres, and he afterwards made a trade with George E. Walker for the bond—Bennett's bond—William Bennett's bond;

this bond given by William Bennett to them or George E. Walker I—can't distinctly recollect now which it was—that he would give a deed for it when he received a patent from the land office. And before William Bennett gave the deed, he, James Kinzie, made a trade with George E. Walker of one thing and another for William Bennett's bond on the eighty acres, and there had been a bond made out for him, or a deed made out for him. I asked him how much the land was worth now? He said about \$500,000. I told him that was a pretty good price for eighty acres. He said it was, but that it was right in Chicago. I told him that might be, for there was land in New York city that was not worth so much. He said but this is right in town, and a river ran along one side of it, and a railroad run through or near it. I asked him if there was a depot on the ground or near it. He told me the railroad crossed the river, and the depot was in South Chicago. This is about the substance of the conversation; I can't remember the whole of it without referring to my minutes. This conversation was on the way to and from Mineral Point. I recollect some now that I wish to add to that—the witness says, on his answer being read over: He said that Mr. Millett of Racine and him, was to have one half of the remaining property after all expenses of the law suit was paid, should Bennett and others gain the suit. I asked him if Mr. Millett was a lawyer. He said he was. I told him to look out for those fellows, for they would eat the oyster, and give him the shell. He said he had been in Chicago, a-talking to Bennett's Guardian—Hugh Maher, Walker, and others; and during the conversation they wanted—they spoke of more counsel on the matter, and he asked them who was a good lawyer in Chicago—their best lawyer; and they told him that a man by the name of Stuart was a good lawyer. And I told them they had better get him; and they went right away and retained Mr. Stuart in the case; I understand the pronunciation of the word to be Stewart or Stuart; I spell it sometimes one way and sometimes the other; he did not tell me how it was spelled. He then said, Roe, they think I am too much of a lawyer to undertake to cheat me, or do me out of what they say they will do. I told him that I would not trust them. He said that Mr. Millett would attend to that part of it. He then went on to tell me the reason why he placed such confidence in Mr. Millett. He said that Mr. Millett, some time ago, had trouble with a woman in Racine, by the name of Allen; I think the name is Allen; I can tell by referring to my report; that he, Millett used, to take her out riding, and afterwards got to screwing her, and her husband found it out, and they were about to commence a suit against Millett, and he, Millett, found it out, and came to him, James Kinzie, and told him about it, and he told Millett to leave the matter to him, and he would fix it. And Millett told him to attend to it for him, and he, James Kinzie, went and saw Mrs. Allen,

and told her that if she commenced suit, Millett would have her on the stand, and that would do her more hurt than all the money she would get out of Millett would do her good; and if she would settle it that he would give her \$25 and a grant for a piece of land. And she agreed to do it; then he, Kinzie, sat down and wrote on a piece of paper, setting forth that Millett had never screwed her, or had anything to do with her. She signed it, and he gave her the twenty-five dollars, and then went and saw Millett, and gave him the writing. He then asked me if he ought not to trust a man that he had done that for; I told him that I thought he had, I can't recollect any more.

26. Please examine the paper marked Exhibit "P. G. R," now shown you, in the Cross Examination of James Kinzie, and state under what circumstances it was given by him, and the conversation that occurred about the time the trade was made? (Question objected to by same.)

Ans. We were in Prairie Du Chien on the 21st of April last, I think it was; Mr. Kinzie and myself were a-walking out round the town; met a gentleman by the name of Leonard, one of Kinzie's acquaintances, and we got in conversation about town lots. After Mr. Leonard left us, Mr. Kinzie said to me, Roe, property has the same chance to rise here as it had in Chicago when I sold that property of mine, or that property that I once owned; that was his language. I told him that if I bought his farm on Otter Creek, and remained out west, that he must let me have an interest with him in the 80 acres in Chicago; he told me he would like to sell me an interest, but he did not like to give any writings on the agreement, for them fellows—Waller and others—would give any money to get hold of it, and that would knock things endways. I then asked him what he would take for his farm on Otter Creek; he told me he would tell me after he had thought of it for a few moments; in a short time he told me he would take five thousand dollars for the farm and mill property—in cash. I told him I would give him \$4,500 for it—pay him \$300 then, and \$200 in a few days, when my certificates of deposit came; I expected them every day, and the balance on the 10th of May, 1857; I think 10th of May was the date named. He thought over it for a few moments, and said, Roe, I will take your offer for the farm and mill. I told him we would get some lawyer to draw up a bond, and then I would pay him the \$300; he said that was all right. In a short time after I asked him what he was going to do about that other trade we was speaking of; he said he did not know exactly what to do. I then asked him what he would take for one half of his interest; he said he would not take \$20,000. I laughed at him; he said, by God! Roe, that is so, for it is a sure thing. I then asked him what he would take for one-tenth of his interest; and told him to name his price. He said he would not sell to any other man except me, for he said he could trust me; he was satisfied

he could trust me with all he knew or had, and he would let me have one-tenth for \$800 down, but I would have to trust to his honesty, for he did not like to give writing for fear it might be lost. I told him he might die, then I would have nothing to show for it; then Millett and them fellows might euchre me. I then told him I would give him \$500 for one-tenth of his interest. I then asked him if I understood him right—that he was to have one-half—he and Millett was to have one-half after all the expenses of the law suit was paid. He said that was as he had told me, and that was right, for that was the understanding. I then told him that I would give him 200 dollars down, and 300 dollars in a few days, when I received my certificates of deposit; he asked me when I expected they would be there; I told him that I was looking for them to come to Franklin in a day or two. He said he would take my offer, and set down and wrote an agreement to that effect; he gave me the agreement, and told me to look out and not to lose it. He then—I think he wrote the Bond himself; I am not certain; the bond for the farm and mill—I was thinking which he wrote first; he wrote the bond first, before giving the agreement—before writing the agreement. We then went to Mr. Blair's law office, and I gave him \$300 on the bond for the farm and mill, and had it acknowledged. I then gave him \$200 on the agreement, for one-tenth of his part in the Bennett eighty acres in Chicago, and was going to have it acknowledged—I was—and Kinzie took me a-one side, and told me he did not wish any one to see it; I told him I would look out they didn't see the writing; he said all right, go ahead. I then had it acknowledged; the acknowledgment taken by Mr. Blair, I think; we then went out in the street, and Kinzie told me to be careful that I did not lose the agreement, for Waller and them fellows would give ten thousand dollars to get a hold of it; I told him I would look out for that, for I would put it somewheres where it would be safe. I can't recollect any more of our conversation on that subject.

27. Was there or not more than one bond for the land written?

Ans. There was.

28. State how many, and by whom written, and how it happened that more than one was written?

Ans. There was three written; the first was written by James Kinzie; then I wished an extension of time on the last payment and he granted it, and Mr. Frost of Mineral Point wrote the second bond, that bond was given to me for Richard Lawrence, and through McKinzie's mistake in describing the land Mr. Frost wrote the third bond.

29. What extension of the last payment was granted by Kinzie?

Ans. If I remember the dates right it was from the 10th of May to the 1st of July, 1857.

30. Whilst Kinzie was selling out his farm to you, did he tell you that he had no interest in Chicago, or in the eighty acres, or in this suit? (Question objected to by same).

Ans. He told me he had.

31. Did he tell you that if you bought you must not expect to get a cent, or that he did not consider the interest bargained for, worth one cent? (Question objected to by same).

Ans. He did not.

32. Did he say that if Bennett gained the suit he had no interest at all in it? (Question objected to by same).

He did not.

33. Did he say it would be folly in you to buy any such claim as his, and that he did not wish to take money from you for which you would have no value? (Question objected to by same).

Ans. He did not.

34. Did he say that whatever you paid he considered it paid on the farm? (Question objected to by same).

Ans. He did not.

35. Did you introduce the subject of purchasing this interest on that occasion by telling him that you understood, and that somebody had told you, that he Kinzie had an interest in Chicago? (Question objected to by same).

Ans. I did not.

36. Did he ask you what interest you meant? (Question objected to by same).

Ans. He did not.

37. Did you state that he had an interest in 80 acres of land there? (Question objected to by same).

Ans. I did not.

38. Did he reply that you were certainly under a mistake, and that he had no eighty acres of land there, and no interest in the eighty acres you alluded to? (Question objected to by same).

Ans. There was no such conversation took place between us.

39. In the conversation with Kinzie during your trip to Mineral Point and back, was there or not any reference made by Kinzie to an interview with Mr. Waller; if so, please state fully what was said? (Question objected to by same.)

Ans. He spoke of Mr. Waller, and said that he had been to Chicago for the purpose of seeing Mr. Waller; he saw him and told him that he could arrange all things right, so that he could gain the suit if he would give him thirty thousand dollars; and said, Roe what do you think he offered me? I

told him I did not know, but I supposed about \$15,000. He said no, damn his melt, he only offered me one thousand, that was about all he said about Mr. Waller at that time, speaking of Mr. Waller alone.

40. Was or not any thing said by him during that trip, about a deed from Bennett, if so, state what it was? (Question objected to by same.)

Ans. He said there was a deed made out, and Mr. Bennett left it and the receipt or receipt with a fellow in Illinois, and the damn fool lost the deed, and that was the cause of the whole fight; but he could straighten it if he saw fit—he could straighten it for Mr. Waller if he saw fit.

41. Did he or not make any threats of what he would do in case that Bennett or those representing him did not carry out their agreement with him; if so, state what he said?

Ans. He did; he said if they did not carry out what they agreed to, that Waller and them fellows should have the land, if he had to lay in prison, the remainder of his life.

42. How often did you accompany Mr. Kinzie to Racine, at his invitation?

Ans. Twice.

43. What was the occasion of your first visit there with him? how long did you stay, and where did you go?

Ans. I went with him. He told me he wished to see Mr. Millett, and he wished to make me acquainted with him, and he wished to talk to Mr. Millett about the Chicago matter. After we arrived there, we put up at the Baker House, spent the most of our time while there with Mr. Millett, and Paine, Millett's partner. He was agoing to Indiana; it was his intention to go to Indiana from Racine. He told Mr. Millett that he was going to Indiana to pay young Jim Kinzie a mortgage he had against the Mill or Farm, I don't know which he said. Mr. Millett told him that he must not go, and he had better send for Kinzie to come—James Kinzie the younger, his nephew—come and pay him there—come to Otter Creek and pay him there. Kinzie said if he said so it would have to be so. Kinzie told me during that night when we were in bed in Paine's house, that Millett had told him that Waller and them fellows wanted to take his deposition in Chicago, and he must not go there. I can't remember the time exactly that I did stay there without referring to my report; we spent our time with Mr. Millett while in Racine, at his office with him, and sometimes at his house, and at other times in different saloons, playing cards, drinking and so forth. I came to Chicago from Racine, during my visit to Racine. Mr. Kinzie waited there until I returned.

The Defendant's Counsel objected to the whole of the witnesses' answer.

44. What was the occasion of your second visit to Racine in company with Mr. Kinzie, and state fully what occurred, and what was said by Kinzie during that visit in reference to this suit, if any thing? (Question objected to by same.)

Ans. A few weeks before we left Otter Creek for Racine, Mr. Kinzie told me he had received a letter from Mr. Millett, saying, that George E. Walker from Ottawa would be at Racine sometime in the week following, and he wished him, Kinzie, to come to Racine so they would be there together; and he thought he would go on Monday or Tuesday if I would go with him. I told him to wait till the latter part of the week and I would go; he said he would; and he wrote a letter and gave it to me to mail at Mineral Point for Mr. Millett. He read the letter to me before sending it; the particulars of the letter—the whole of it, I cannot remember; I made no minutes of the contents, but he stated in that letter to Mr. Millett that he would be at Racine the latter part of the week. On Thursday morning, I think it was, Kinzie and I left Otter Creek for Racine, and when we arrived at Racine we put up at the Baker House. The next morning we went to Millett's office to see him. Millett told Kinzie, Walker was not there. During the conversation Kinzie told Millett that Roe and him would remain there till the first of next week. At sometime during our visit there Mr. Millett showed Mr. Kinzie a roll of papers; Mr. Kinzie asked him what they were; Millett told him that it was a copy of the questions and his answers to the same made at the investigation of the Chicago matter, and he got them for the purpose of his, Kinzie, looking at them before the next examination, if they had any. I think it was on Saturday that Mr. Millett told Kinzie that he had been thinking the matter over, and he came to the conclusion that he had better write to Mr. Walker of Chicago, and have him come to Racine and see him, Kinzie, before he went home. Kinzie said he thought it was the best way. Then Millett set down and wrote the letter, and took it to the office—post office. While he was gone Kinzie told me that that letter was for Mr. Walker, one of the lawyers in that Chicago matter of ours. During our visit at Racine Mr. Kinzie wrote a letter to George E. Walker; he showed me the outside of the letter and it was directed to George E. Walker, Mayor of Ottawa, Illinois. I asked him what was in the letter; he said nothing but a lot of stuff about a woman; that he had written the letter for the purpose of its being showed if they examined Mr. Walker again, for Walker and them fellows were sure to ask him on the examination, if he, Walker, ever received any letter from him, Kinzie. He then said, Roe, this letter will, when showed, look as if Walker and I had nothing to say to one another about the Chicago matter, because if we did, I would have said something in this letter to him about it. We spent our time running to saloons and other

places, most of the time in Mr. Millett's company. We remained at Racine until Tuesday—Mr. Kinzie waiting for Mr. Walker to come from Chicago:

45. Was or not any thing said by Kinzie during that visit about his giving his deposition or cross examination, besides what you have already stated.

Ans. There was.

46. Please state what was said?

Ans. There was so much said that I cannot remember the whole conversation without referring to my report made from minutes taken immediately after the conversation.

47. Were you present when a gentleman from Chicago, calling himself Warder, arrived at Mr. Kinzie's house, with a letter from Mr. Waller, sometime in May last?

Ans. I was.

48. Did you or not hear Mr. Kinzie speak of the subject of that letter and of his interview with Mr. Warder, if so, state what he said? Question objected to by same.

Ans. It was on Saturday a gentleman came to Mr. Kinzie's house and asked me if Mr. Kinzie was at home; I told him he was, and asked him in the room in which Mr. Kinzie was sitting. This gentleman and Mr. Kinzie entered into conversation, and I left the room. In a short time after, this gentleman came out and left. Kinzie came to me and said, Roe, that is a fellow that Mr. Waller sent up here with a letter of introduction, introducing him to me, and another letter wishing to know when I could come to Chicago, and give in my deposition. I asked him what this fellow's name was; he said it was Warder, and at the same time showing me the letter of introduction. He said he would show me the other letter on the first opportunity. I asked him what he had told Mr. Warder on going down to Chicago; he said he had a letter already written and sealed to send to Mr. Waller; that Mr. Warder wished him to open it and write in it, that he, Mr. Warder, had been there and saw him Mr. Kinzie. He said he told Mr. Warder that he would not do it. At the time Warder called, Mr. Kinzie had just adjourned a law suit, and there were a number of persons standing around. This letter refreshes my memory as to the other question—Racine—my last visit to Racine. Mr. Millett invited Mr. Kinzie and myself to his house to take tea one evening during our last visit at Racine; while setting in Mr. Millett's house, Mr. Millett asked Kinzie what paper that was that he meant, that he mentioned in one of his letters he had written to him, that that fellow that Mr. Waller sent to Otter Creek wished him to write on. He said that it was a letter that he had already written to send to Mr. Waller, and Mr. Warder wished him to open it and say in it, that he had been to his house and saw him. Mr. Millett asked him if he had written anything

that he wished him to, meaning Mr. Warder—he told him he had not. Millett told him if he did not do anything that they wished him to, that he would do right.

49. Did or not Mr. Kinize, after Warder left, say any thing about his coming to Chicago, and about his having business there? Question objected to by same.

Ans. He did not say he had any business in Chicago; he said he would not go to Chicago until the suit was ended, and if Mr. Waller wanted him, he would have to come out there to catch him; for he would not catch old birds with chaff.

50. Did he give any reason why he would not go to Chicago until this suit was ended, if so, state what it was?

Ans. He has given me reasons but I can't remember whether it was at that time or before, or afterwards. I think after that time however, he said he has given in one deposition, and if he gave in another it might knock things, and he had the best of Waller and them fellows and meant to keep it, and it was to his and my interest for him to keep away from Chicago.

51. In any of the conversation, Mr. Kinzie had with you about these eighty acres of land, did he mention having sold any part to any person besides Cole; if so; state their names as far as you can recollect?

Ans. He did. He told me he had sold some of it to Mr. Sec, his father in law; and I think he said he sold some to John Kinzie, his brother. He said that that he had sold to Mr. Sec, he took it back in a short time afterwards. (Answer of witness objected to by Bennett's Counsel).

52. How did Mr. Kinzie happen to be at Mineral Point, on the day appointed a few weeks since for the taking of his deposition in this case?

Ans. Fore part of that week I took him with me under the pretense of going to Grant County and Lafayette County, to look at land. I kept in Lafayette County, until the day set for taking his deposition. I told him that I wished to go through Mineral Point home, to Otter Creek; he wanted to start at sunrise in the morning. I being afraid that Mr. Waller had not arrived at Mineral Point, I put him off till I was sure the train would have arrived at Mineral Point from Chicago. I then drove to Mineral Point, in company with Kinzie, and when we arrived at Mineral Point, I told him I would put up and take dinner at the United States Hotel.

53. Why did you take him away from home early in the week.

Ans. To keep him out of the way of Millett and others, and to have him beyond Mineral Point so as to have to pass through Mineral Point on the day set for taking his, Kinzie's deposition.

54. Was he aware that his deposition was to be taken on that day?

Ans. I don't think he was; for if he had been aware he would have told me.

55. Why did you try to keep him out of the way of Millett and others?

Ans. Because he told me that Millett would keep him posted on all their movements in Chicago in the matter, and I had heard Millett tell him myself that he would know how things was going on, and he would write to him, Kinzie, at least once a week, and he, Kinzie, must do the same. And he, Kinzie had told me at different times that Waller and them fellows would have to catch him before they took his deposition.

56. State what occurred between you and Mr. Kinzie, about the agreement as to the tenth interest, on the evening of Friday, the first day of taking his deposition at Mineral Point, and after we had concluded it for that day?

Ans. He asked me to let him have the agreement and he would give it back to me as soon as they had got through taking his deposition. I told him that they would not ask him any thing about it, and there was no use in his having it. He said very well; if they did ask him if he had ever sold an interest he would deny it.

57. State what occurred between you and him on the same subject the next morning when he came down stairs, immediately after we had recommenced his deposition?

Ans. I was in the office or sitting-room in the United States Hotel, when he came to me very much agitated, and asked me to walk in the bar-room adjoining the sitting-room. I went in with him; he then asked me to give him that agreement, for Waller had asked him the question if he had ever sold any interest in that Chicago eighty, and he wanted to have the agreement in his pocket, so that he could swear that he had not; then he would give it back to me after the examination. I told him I had sent it home; he said by God, Roe, Waller has got it then. I told him I thought not. He said if he had, everything was lost. I told him I thought he had not got it, and told him to keep cool and not get excited. I then asked him up to the bar to take a drink; he called for some brandy. I told him that would steady his nerves. He said yes; he would go up stairs and deny of ever having sold any interest, and went up stairs.

58. In the conversation with Kinzie about this suit, during your trip to Mineral Point and back, was there or not anything said about a horse in connection with George E. Walker; if so, please state what was said by Kinzie? (Question objected to by same.)

Ans. He had spoken to me two or three times about a horse that George E. Walker did own, and he wished me to buy it from Mr. Millett. He said that during one of his visits to Racine, George E. Walker was at Racine,

with Mr. Millett, and Millett spoke to Kinzie about a horse that Walker then owned, and he, Kinzie, told Millett to buy the horse, and he did so, and was to give \$250 for him. I told him that I thought that was a large price for a horse. He said he knew it, but they bought it to keep the devil still. I asked him if he and Millett were buying horses of the devil; he said no, Roe, George E. Walker knows all about the Chicago matter, and me buying, or us, the land of William Bennett; and I told Millett to buy the horse for the purpose of keeping him right. I said if George E. Walker knows all about your buying the land of William Bennett, he may throw you. He, Kinzie, said that he would not dare do it now, for he had already given in his deposition, and he could not remember of us ever buying any land of William Bennett; so he said in his deposition. He then slapped his hand on my shoulder, and laughed, and said, you see, Roe, it is over 20 years ago since we bought the float, and it is hard work for a man to remember, if he don't want to.

59. Did you ever say anything to Millett about your having purchased the tenth interest of Kinzie? (Question objected to by same.)

Ans. I did not.

60. Why did you not? (Question objected to by same.)

Ans. Because before leaving Kinzie's house to go to Racine, he, Kinzie, said that I must not say anything to Millett about the agreement between him and me or anything else about the Chicago matter; for he, Kinzie, did not wish Millett to know that I knew anything about the Chicago matter.

*Cross Examination by Mr. Stuart.*

1. Cross Interrogatory. How long have you resided in Chicago?

Ans. Since January, 1856.

2. What was your last place of residence before coming to Chicago?

Ans. New York city.

3. How long had you resided in New York city?

Ans. A number of years, I could not tell without figuring it, but I think since 1835; but I have lived in New Jersey some of the time since my first going to New York to learn my trade in 1835 or 1836.

4. What place in New Jersey did you reside?

Ans. Princeton, then a town, now a city.

5. How long did you reside in Princeton?

Ans. I cannot say positive without referring to my father's books, that being the only way that I can give the exact time, his being in business there.

6. State according to your best recollection and belief, the length of time you resided at Princeton?

Ans. In the neighborhood of ten or fifteen years.

7. Do you mean to be understood, that you resided in Princeton in the neighborhood of ten or fifteen consecutive years?

Ans. I wish to be understood, the reason why that I cannot give the exact number of years is, because I have made my home at Princeton three or four different times, and I have never taxed my memory as to the number of years that I have lived there; therefore I cannot tell the exact number of years.

8. Do you mean to be understood that you resided in Princeton in the neighborhood of ten or fifteen consecutive years?

Ans. I do not.

9. How long before leaving this city on your visit to Mr. Kinzie, were you advised that it was contemplated to dispatch an agent with a view of accomplishing the object of your mission?

Ans. I never heard or knew anything about the case whatever until two or three days before my leaving Chicago for the town of Clyde, to make my acquaintance with Mr. Kinzie.

10. State the names of all the persons with whom you had either interviews or conversations in reference to the objects of your mission, prior to your departure?

Ans. Allan Pinkerton was the only person.

11. Did no other person than Pinkerton ever speak to you upon the subject before your departure?

Ans. I received my only orders from Mr. Pinkerton; I think Mr. Rucker spoke of Mr. Kinzie in the way of describing Mr. Kinzie; I do not know whether he was addressing himself to me or Mr. Pinkerton; we were in Mr. Pinkerton's office at the time.

12. Did no other person than Pinkerton ever speak to you upon the subject before your departure?

Ans. There did not, if Mr. Rucker was not addressing himself to me at the time spoken of in answer to the previous question.

13. Did you receive any instructions from Pinkerton or any other person in writing?

Ans. He always gives me my instructions verbally before leaving town; he might have given me a slip of paper of the names of the towns which I would pass through and stop at on my way out; I did not receive any other instructions.

14. Did you have or take with you any other written memoranda than the names of towns as you have above represented?

Ans. I think I did.

15. State what they were.

Ans. I think I had a number of memorandums with me, but they were of my own private business.

16. Did you understand me in the last interrogatory to refer to written memorandums upon the subject or object of your mission?

Ans. I did not.

17. Did you understand me to refer to your own private memoranda relating to matters wholly disconnected with this subject matter?

Ans. I did, because the word "any" was used in the question.

18. I repeat the fourteenth cross interrogatory, with the addition of, touching the subject matter?

Ans. I think Mr. Pinkerton gave me a piece of paper stating the lands which were in controversy were in West Chicago, for the purpose of my knowing that the lands were in West Chicago if I made an acquaintance with Mr. Kinzie. And when he spoke to me about lands in Chicago as he might have had lands in some other part of Chicago, then I would know what part of his conversation to work on; I cannot remember exactly whether I took this paper with me, or committed the substance of it to memory and tore it up, as I have done in a number of instances before.

19. Did this written memoranda contain any thing else except a statement of the fact that the lands in controversy by you last above referred to, were situated in West Chicago?

Ans. It did not.

20. Was that the fact which you state, that you were uncertain whether you committed to memory or whether you took with you the written memorandum thereof?

Ans. It was, for I generally commit all such things to memory.

21. Was there any other fact stated in the written memorandum?

Ans. That was the substance of the memorandum, as I have already stated, and that was all that was required of me to commit to memory—the lands were in West Chicago.

22. Was there no other fact stated in the written memorandum?

Ans. I think the names of the parties involved in the suit were written on it, but I cannot remember distinctly whether I committed that to memory from the slip of paper or from Pinkerton himself.

23. Was no other fact contained in the written memorandum?

Ans. That is all which I have stated—already stated.

24. Did you yourself make any written memoranda upon the subject before leaving Chicago?

Ans. I did not, excepting the hour and day I left the office, for I very frequently, at the time of leaving, write in my memorandum book the day, the time of the day that I leave the office, and to what place I am going.

25. Did you see in Mr. Pinkerton's office, or was there read over in your presence and hearing before your departure, any written statement represented to be the facts of this case, or any part of the facts of this case?

Ans. There was a paper read giving me the whole career of the land from the time it was entered, I think, and some or all of the person's names that had had anything to do with the land.

26. Did that memorandum purport to contain an abstract of the title to this property?

Ans. I think this paper set forth the names of those that owned or pretended to own the land from the time purchased from government,

27. Do you mean to say that it contained a statement of the different conveyances from one to the other?

Ans. I understood it setting forth those that had, and those that did at this time claim the land.

28. Did it purport to represent the claim which was set up in behalf of the infant Bennett?

Ans. I understood by the reading of it that he was one of those who laid claim to the land. Mr. Pinkerton only read the paper over once, he then gave me my orders to leave at such a time for the town of Clyde.

29. Did the memorandum allege as a fact in the case, that the elder Bennett before his departure from the State of Illinois had executed a deed for this property to James Kinzie, which had been left by him with one Rufus Soules to be delivered to said Kinzie.

Ans. I am under the impression that it read, that it was supposed that Mr. Bennett had left a deed with Mr. Soules or some one else for James Kinzie, and the deed could not be found by parties that were looking after it; I only heard it read once.

30. Did it further represent that Kinzie had denied knowledge of the execution or delivery for him of any such deed?

Ans. Not to my knowledge.

31. Were you acquainted with the fact that Kinzie had been examined as a witness in this cause?

Ans. Mr. Pinkerton told me he either had been or was to be.

32. Were you informed that Kinzie denied knowledge of the execution by Bennett of any such deed to him?

Ans. I was.

33. How did you become informed of that fact?

Ans. Mr. Pinkerton in giving me my instructions spoke of it.

34. Was not that fact to your recollection in the written memorandum read to you?

Ans. Not to my recollection.

35. Did this written memorandum make mention of the names of Mr. Millet of Racine, Mr. George E. Walker of Ottawa, Mr. Walker of this city, an attorney in the cause, of Stuart, or either of them.

Ans. I am under the impression that it spoke of some of them, and it might have spoke of the whole of them.

36. Will you state fully what instructions and advice, in reference to your proceedings, you received from Mr. Pinkerton or others, distinguishing them?

Ans. Mr. Pinkerton was the only person from whom I received instructions, relative to this case; and instructions were as follows: to leave Chicago and go to Clyde and hunt up James Kinzie, and form an acquaintance with him, and as soon as I was satisfied that I had him fully in my confidence and me in his, to draw out of him all he knew, and how he acted about this Chicago 80 acres of land, now in controversy between Waller, Bennett and others, and report to him, Mr. Pinkerton, from time to time as I progressed in the job.

37. Were any blank deeds or forms of deeds, bonds, contracts or agreements, furnished you, or were you provided with any such to use, or whereby you might be guided in the purchase or agreement for purchase of any lands, property, or interests therein in case you should be able to make any such purchases, or agreements for any such purchases during your absence, from Mr. Kinzie, or any other person?

There were not—I had not

38. In case you should succeed in making any purchase from Mr. Kinzie of his supposed interest in this property, how was the money, wherewith to make the payment to be obtained by you?

Ans. There was nothing of that kind spoken of when I left Chicago for the town of Clyde to form the acquaintance with Kinzie.

39. What arrangements or understanding were made before you left, as to how you were to be furnished with money to accomplish the objects of your mission?

Ans. There was no arrangement nor understanding about the matter.

40. Had you authority upon the happening of any contingency or emergency to draw for, or otherwise procure and employ any money?

Ans. None whatever.

41. You said, did you not, in your examination in chief "that your instructions were, to make the acquaintance of Mr. Kinzie, and to represent yourself as a purchaser of lands or in quest of good locations which to purchase?"

Ans. I did.

42. How did you expect to make such purchases or successfully to deceive

him by such representations unless you were possessed of some means wherewith to make your payments?

Ans. I did not at that time expect to make any such purchases, I merely used the term that I wished to purchase land for the purpose of remaining in that neighborhood—showing an object for remaining in that neighborhood.

43. Will you state how much money you took with you from the city of Chicago to the State of Wisconsin on this business, and from whom the same was received?

Ans. I took sixty dollars, and received the same from Mr. Pinkerton.

44. How long after you had reached Wisconsin did you receive further sums of money, and from whom?

Ans. On the second of April I received forty dollars from Mr. Pinkerton—sent to me from Mr. Pinkerton.

45. How was it received by you?

Ans. I received it from a person who brought it from Mr. Pinkerton.

46. At what place did you receive it, and from whom?

Ans. I received it at the town of Black Earth, from a person in Mr. Pinkerton's employ, known to me as Christy Stribble; that is the name he is known to me by.

47. How far is Black Earth from Clyde, the residence of Mr. Kinzie, and in what direction?

Ans. I have never been told the distance, but I suppose about 40 miles; easterly direction.

48. Had you been advised that a messenger was to meet you there at that time?

Ans. I had not.

49. Did you go there for the purpose of meeting any messenger?

Ans. I did.

50. How did you go, and with whom, if anybody?

Ans. I went by railroad from Avoca, in company with no one, except the passengers on the cars.

51. How far is Avoca from the residence of James Kinzie?

Ans. I should think by the road, about seven miles.

52. By what conveyance did you reach Avoca from James Kinzie's?

Ans. I have been there so often that I cannot tell how I went on that particular occasion.

53. Did you note the fact of that trip in your memorandum, that you kept at the time to which you have referred; and can you answer the question by reference thereto?

Ans. I noted all facts which were essential to the business which I was

in, and think I can tell by referring to my memorandum or report, how I went from James Kinzie's to Avoca on that occasion.

54. Will you please refer to your memorandum for the information, and make answer to the question, if possible?

Ans. My memorandum has no note from leaving Mr. Kinzie's until the arrival in Avoca.

55. After this reference to your memorandum, are you able to state how you went from James Kinzie's to Avoca?

Ans. I am not.

56. Upon what day and hour of the day did you take cars at Avoca, on this, your trip to Black Earth?

Ans. On Thursday, the second of April, about ten thirty A. M.

57. How long before the departure of the cars were you in Avoca?

Ans. But a short time.

58. While in Avoca, waiting for the cars, where did you stay?

Ans. I might have been in the railroad depot, or at Mr. Gaylor's store, I cannot tell which?

59. Do you recollect on that occasion of having been in Mr. Gaylor's store?

Ans. I cannot, for those are things which I never taxed my memory with, without I am in company with persons with whom I am operating.

60. Do you recollect on that occasion of having been in the railroad depot?

Ans. I cannot.

61. How are you able to recollect the fact that you were at Avoca but a short time prior to the departure of the cars, on that occasion, without associating with that circumstance any recollection of the manner of your going to Avoca, or of your staying while there?

Ans. Only from the time of the morning that I took the train, and always taking breakfast, with few exceptions, at Mr. Kinzie's, before leaving.

62. Did you set down in your memorandum book the time at which you left upon the cars at Avoca on that occasion?

Ans. I did, or thereabouts, about the time.

63. Did you make reference to that memorandum to enable you to give the answer to my former interrogatory upon that point?

Ans. I did.

64. Did you state before in answer to another question of mine, and before referring to that memoranda, that you had been in Avoca but a short time before the cars left?

Ans. I was looking at the memoranda when you were giving in the question.

65. How are you able to state that you went to Avoca alone, without recollecting how you went?

Ans. I was on business of the nature which I never take any person with me, if I can help it.

66. How long before you left on that trip to Black Earth, were you advised that you would there meet with this messenger?

Ans. I never was advised whether I would meet any messenger there.

67. What was your destination when you left James Kinzie's at that time?

Ans. Black Earth.

68. Had you ever been there before, and when, if so?

Ans. I passed through Black Earth in going out to Clyde.

69. Did you start from James Kinzie's on the morning of the day that you took cars at Avoca for Black Earth?

Ans. I did not, looking at my memorandum book again, I see that I did not.

70. At what time the day before?

Ans. Some time after dinner.

71. Did you proceed direct to Avoca?

Ans. I did.

72. What time did you reach there?

Ans. About four, P. M.

73. Are you now able to state how you went there?

Ans. I am not, for I have no minute of the fact.

74. Can you bring no recollection of the fact?

Ans. I cannot.

75. What time did you arrive at Black Earth?

Ans. In the neighborhood of two o'clock.

76. Did you find Christy Stribble there when you arrived?

Ans. I did.

77. Did you find anybody else there from Chicago?

Ans. I did not.

78. Did he deliver to you any written or verbal instructions, messages or advice from any person, and if so, from whom?

Ans. He did from Mr. Pinkerton.

79. From anybody else?

Ans. No sir.

80. Were they written or verbal, which?

Ans. Written.

81. Will you state them?

Ans. I cannot, for I only read them and act on them at the time.

82. Can you give the substance of those instructions?

Ans. I cannot.

83. Did you act upon them?

Ans. I think not.

84. Why did you not?

Ans. I cannot tell the reason.

85. If you cannot remember the purport of the instructions, why do you think, and how do you recollect that you did not act in pursuance of them?

Ans. I do not recollect positive, for I have received instructions from Mr. Pinkerton, and I have not acted on some of them, and this might have been one of those he sent me which I did not act on.

86. Why did you think you did not act upon them?

Ans. Because it was before the time that I had gained but little, if any information from Kinzie as to this land in controversy.

87. Did the instructions depend upon the contingency of your having acquired from Kinzie the information you have referred to?

Ans. It did.

88. How are you able so to state while you say that you have no recollection of the purport of your instructions?

Ans. Because my instructions come from Mr. Pinkerton as I progress.

89. Was he informed of the progress which you had made up to that time?

Ans. He was not.

90. Had you communicated with him upon the subject prior to that time?

Ans. I had.

91. How lately prior to that time?

Ans. About a week.

92. How frequently had you communicated with him up to that period?

Ans. I might have written to him two or three letters prior to that time.

93. Was there anything in the instructions sent you by Mr. Pinkerton at that time, which, considering the condition of your investigations conflicted with your views of the most adroit mode of accomplishing the object of your mission, and which induced you to disregard his instructions?

Ans. Of course if I did not act on them, there must have been.

94. Do you recollect that you did not act on them?

Ans. I do not.

95. You still think you did not?

Ans. I have no recollection as to that particular instruction.

96. Do I understand you to say that you still think as you before stated, that you did not pursue his instructions delivered to you at that time, for the reason before given, that you had acquired but little if any information from Kinzie upon the subject of this land in controversy which you were seeking?

Ans. I do so state.

97. Did you send any report at that time to Mr. Pinkerton by the messenger?

Ans. I did.

98. Was it written or verbal?

Ans. It was written.

99. Where did you prepare that report?

Ans. At Black Earth,

100. State the substance of it?

Ans. It was my daily progress, since I had last written to him; I cannot state the substance of that particular report?

101. Was it dated at Black Earth, or did you advise him in that report that it was written at Black Earth?

Ans. I did.

102. Where was it written, and in whose presence, if in any ones?

Ans. The Valley House, I think, is the name of the hotel; there were a number of strangers in the office at the time, and I think Mr. Stribble was also in the room.

103. Did Stribble read the communication, or did you read it to him at any time?

Ans. I did not read it to him, nor did he read it.

104. Did you have any conversation with him upon the subject?

Ans. Not any.

105. Was Stribble acquainted with the object of your mission, to your knowledge?

Ans. He was not.

106. How long did you remain at Black Earth?

Ans. I don't remember.

107. Did you remain there over night?

Ans. I did.

108. Did you leave there the next day?

Ans. I do not remember.

109. Had you any business to detain you there after you had made out your report and delivered it to Stribble?

Ans. I had not.

110. Have you any means of ascertaining and answering how long you remained there?

Ans. I have.

111. What means.

Ans. By referring to my report.

112. Have you any other means, and what?

Ans. None that I know of.

113. Have you not your memoranda, which you say you kept at the time?

Ans. Part of it; and my report is made from the minutes taken at the time of any occurrences relative to this job or case, at the time they occurred, or immediately afterwards. My memorandums, part of them, I kept in a book, which I carried with me; other parts I wrote on paper and sent them to Chicago to Mr. Pinkerton.

114. Can you, by referring to your memoranda, ascertain how long you remained at Black Earth?

Ans. If I had them all with me, I could; I have my report with me, or part of it, which I will refer to if you wish me to.

115. Can you, by referring to your memorandum, ascertain and answer how long you were at Black Earth?

Ans. (The witness here produces from his pocket a manuscript roll; the counsel for Bennett interposes the following question:)

116. Is the manuscript which you now hold in your hand the original memoranda, or minutes, taken and kept by you, as you have alleged you took and kept, of your transactions connected with this enterprise?

Ans. They are not; they are correct copies, and copied by myself.

117. Where are the original memoranda?

Ans. Part of them are in my desk or drawer; other parts are in Mr. Pinkerton's possession.

118. Where is that part which has reference to your transactions at Black Earth?

Ans. I may have them in my pocket.

119. Do you know whether or not you now have it in your pocket?

Ans. I do not, relative to that particular question, as to the time I remained at Black Earth.

120. Did you comprehend my last interrogatory?

Ans. I answered it strictly, as I understood it.

121. Do you comprehend this the last and one hundred and twentieth interrogatory?

Ans. I answered it as I then understood it, and as I now understand it.

122. Can you give a categorical and direct answer to the one hundred and twenty-first interrogatory?

Ans. I leave my previous answers to show my understanding of the question alluded to.

123. Do those previous answers correctly express your understanding of my questions?

Ans. They do.

124. The one hundred and eighteenth interrogatory is as follows:—  
 “Where is that part” [having reference to your original memoranda], “which has reference to your transactions at Black Earth”; your answer to which was, “I may have them in my pocket.” Do you now know whether or not you have in your pocket at this time that part of your original memoranda which has reference to your transactions at Black Earth?

Ans. I do not.

125. Have you in your pocket now the same memorandum book to which you made repeated reference yesterday upon your examination before the commissioner?

Ans. I think I have.

126. Do you know whether you have or not?

Ans. Not positive.

127. How large a book was that memorandum book, in length, width and thickness, as nearly as you can describe it?

Ans. Five or six inches long, three and a half to four inches wide, quarter of an inch thick.

128. Are you now dressed in a thin, light-colored summer coat and pantaloons; which are made of cotton or linen, and are you without a waistcoat.

Ans. I am.

129. Have you on the same coat which you wore yesterday upon your examination?

Ans. I have.

130. Did you have that memorandum book in the breast pocket of that coat yesterday, and did you take it therefrom and return it thereto, on different occasions when you made reference thereto?

Ans. I did.

131. Have you referred to that memorandum book since the close of your examination last evening?

Ans. I have not.

132. Have you seen it since?

Ans. I don't know, because the book that I had yesterday was out of my possession from about seven o'clock last evening until this morning; if it be the same book that I now have with me; and I am not able to tell whether it is or not, for I have two or three books just alike in outside appearance, and I have not looked inside this book which I have with me now, since it was handed to me this morning.

133. To whom did you deliver that book last evening?

Ans. To my wife.

134. Are you certain that you delivered it to your wife?

Ans. I am positive.

135. From whence did you take it when you so delivered it?

Ans. My coat pocket.

136. How then do you say in answer to my one hundred and thirty-second question, "That you do not know whether you have or not seen that book since the close of your examination yesterday evening?"

Ans. Because I left the house immediately after handing my wife the book, and did not return home until late in the evening, and went immediately to bed. And just before leaving the house this morning I asked my wife for my memorandum book, and other things, which I wished to take down town with me. She gave the book to me, and I put it in my pocket without looking inside of it, and have not since looked inside of it; and I have on previous occasions asked her for my memorandum book, and have left the house with the one which she would give me, and upon opening it I would find the book to be quite a different book from that which I wanted.

137. How soon after leaving Black Earth, did you make a further report in writing to Pinkerton?

Ans. I don't know.

138. State, according to your best recollection, how long?

Ans. I have no idea of the time, whatever, for I never taxed my memory on that point.

139. How were your communications sent by him other than the one dispatched by Stribble?

Ans. Sometimes by mail; other times by a messenger.

140. At what post offices were your communications mailed?

Ans. I mailed them. I considered them mailed when I gave them to the mail agent on the cars, or the person I supposed to be the mail agent; and I think I have mailed letters at Franklin, also at Mineral Point, in the post offices.

141. At what point were your communications delivered to the mail agent?

Ans. I have no distinct recollection, only as to one, which I gave to the mail agent at Spring Green.

142. How far, and in what direction from James Kinzie's, is Spring Green?

Ans. About 15 miles or 20 miles, in an easterly direction?

143. Did you ever deliver more than one of your communications to Mr.

Pinkerton, to a mail agent, in the manner you describe, while you were employed in this enterprise?

Ans. I am under the impression I have.

144. Upon what other occasion, and at what place, have you a recollection of so delivering communications?

Ans. I have no recollection; I remember of writing letters at Muskada and other places on the line of that railroad, with the intention of sending them to Mr. Pinkerton, in that way, but cannot remember distinctly whether I did or not, for I have, on previous occasions, written letters with the intention of sending them to Mr. Pinkerton in the same way, and I have not sent them— from various causes.

145. How were your letters and communications to Mr. Pinkerton, which were transmitted through the mails, while you were on this expedition, addressed and superscribed.

Ans. To Mr. Hutchieson, giving the number of his box in the post office, Chicago, Illinois.

146. Did he have a given name, and will you state it?

Ans. I have used various initials for a given name; I used no given name in addressing him, but used any initial letter that came to my mind.

147. Are you acquainted with the course of business in Pinkerton's office respecting the disposition made of the reports from time to time received from his employees? (Objected to by complainant's counsel.)

Ans. I am not.

147. Do you know whether or not your reports, which you state were transmitted to him, were received by him?

Ans. I do.

149. Were they received by him?

Ans. He told me so.

150. Have you ever seen them since you transmitted them?

Ans. Some of them.

151. On what occasion?

Ans. At the time of making out my final report.

152. How soon was that after your return to Chicago?

Ans. The next day.

153. Were all your different reports then handed to you, or delivered to you?

Ans. They were not.

154. Were they subsequently?

Ans. They were not.

156. How many of them were not?

Ans. I cannot tell, for they were handed to me as I called for them.

157. Do you mean to say that they were handed to you one at a time, as you called for them, or how do you mean to be understood?

Ans. I mean to be understood that I called for those which I had to make out my final report from, or which I required. I might have asked for two or three at a time, or one at a time; they always gave them to me as I called for them?

158. Did you, at any one time, have in your possession all of such reports as were at the different times delivered to you?

Ans. I did not.

159. By whom were these reports delivered to you?

Ans. By one or more of the clerks in Mr. Pinkerton's office.

160. Did you refer to them in making up your report?

Ans. I did.

161. Where?

Ans. At my desk or table in the building of Pinkerton's office.

162. Was that desk or table in a room being one of Pinkerton's suits of rooms?

Ans. It was.

163. Had you, from that room, convenient access at pleasure, to those reports?

Ans. I had not.

164. What obstruction was there to your access to them?

Ans. I don't know, for I never made the investigation.

165. Why do you say you had not convenient access to them, if you know of no obstruction which interposed?

Ans. I did not know, nor do I know now where he keeps them.

166. When you applied for them, and received them from the clerks, and when they were returned to them to be replaced, did you not, at some time, see whence they were taken, or to what place they were returned?

Ans. No, I did not.

167. Did you have a desk in that office specially allotted or assigned for your use?

Ans. I did.

168. Did you keep your memorandums and papers under lock and key in that desk?

Ans. I did.

169. Uniformly?

Ans. Except when I was using them?

170 Had any other persons access to these papers, without your permission?

Ans. They had not.

171. Have you been at other times, since you have been in the employment of Mr. Pinkerton, engaged as a detective officer at other and remote places, where you kept memorandums of your transactions, such as you have related you kept on the occasion of your visit to Mr. Kinzie?

Ans. I have.

171½. Have you kept, on these several occasions, separate memorandum books, devoted exclusively to the record of each particular job?

Ans. I have not.

172. Have you preserved those memorandum books?

Ans. Part of them.

173. Where are they now?

Ans. Part of them at my house, and I think I have one or two in my desk.

174. How many of them have you altogether, according to your best knowledge?

Ans. I don't know.

175. What is your best belief?

Ans. I have no idea at all, for when I come in from any country job, I copy my minutes into a report, and after making out my report, I either destroy the book or a part of it; and sometimes I throw them in my desk and lock them up.

176. What object have you in ever destroying any part of your memorandum book, and preserving the balance?

Ans. Because they encumber my drawer; and sometimes, the parts that I preserve belong to separate matter, and I had not time to copy them at that time.

177. Is it therefore that you destroy them?

Ans. It is; and another reason is because I have a report in my own hand writing, which I can refer to for any specific object.

178. When you have such report, is there any object in preserving or retaining any portion of the original memorandum?

Ans. There is not; for those that I do retain, it is my own neglect in not destroying them, for I generally do when I have them copied.

179. Have you destroyed any part of the original memorandums of your transactions on the occasion of your visit to Mr. Kinzie?

Ans. I have.

180. When?

Ans. As I was copying them in my final report?

181. Have you not before stated that that which you call your final report, was copied and made up yourself from the several reports and communications transmitted by you to Mr. Pinkerton, at different times, while engaged in this service?

Ans. If I did, I meant from those which I had in my possession, and those which I had sent to Mr. Pinkerton, all combined.

182. Was there any difference between the facts stated in your original memoranda, and those embodied in the reports sent to Mr. Pinkerton?

Ans. The memorandums which I had with me, sometimes I copied them or parts of them, and if the original memorandum had been taken on sheets of paper, I would send them in that shape to Mr. Pinkerton. There was no difference in those facts which I copied. Those which I sent in on sheets of paper, as the original memorandum, I kept no copy of them myself.

183. Did you send to Mr. Pinkerton reports of any material facts which came to your knowledge, of which you had and kept no written memoranda, in your memorandum book?

Ans. I did.

184. Will you state one such material fact?

Ans. My trip to Mineral Point, and back.

185. On which occasion or trip?

Ans. The time that Kinzie had the most conversation with me about the eighty acres of land in Chicago.

186. Did you write, and send that communication from Mineral Point?

Ans. I wrote part of it at Mineral Point, and part of it after I returned to Clyde; and I am under the impression that I brought it, and left it at Mr. Pinkerton's office myself.

187. Upon what occasion did you bring it and leave it?

Ans. I wished to be away from Kinzie's a few days, so I came to Chicago.

188. By what route did you come to Chicago?

Ans. I think I came on the Milwaukie & Mississippi Road to Milton—then to Janesville, and from Janesville to Chicago; that is my impression.

189. How long were you absent from Clyde at that time?

Ans. Three or four days.

190. Did you see Mr. Pinkerton while in Chicago?

Ans. I think I did.

191. Did you deliver to him your report?

Ans. Either to him, or some of his clerks.

192. Did you have an interview or any conversation with him upon the subject of your transactions, during that visit to Chicago?

- Ans. I don't remember.
193. Did you, with any person, have such an interview or conversation?
- Ans. I did.
194. With whom?
- Ans. I do not remember.
195. Can you recollect the name of any person with whom you conversed on that subject, while in Chicago?
- Ans. I cannot.
196. How long were you in Chicago, at that time?
- Ans. I think I came in one evening, and left the next morning but one, following.
197. Did you see Mr. Henry Waller during that time?
- Ans. I did not.
199. Did you receive any money before you left Chicago, at that time, or any certificates of deposit, drafts or bills of exchange.
- Ans. I did.
200. From whom?
- Ans. Either from Mr. Pinkerton, or Mr. Lawrence, a clerk at Pinkerton's.
201. How much did you receive?
- Ans. Between \$500 and \$600. I think that was the time I received it.
202. In what form?
- Ans. Five hundred dollars in gold—balance in paper money.
203. Did you receive any instructions from Mr. Pinkerton, before your departure from Chicago, on that occasion?
- Ans. Now, I have refreshed my memory, I think it was Mr. Pinkerton himself that I saw, and if I did see him, I received instructions from him.
204. What has refreshed your recollection in this regard?
- Ans. The amount of money which I received.
205. Did you not before know and remember that you had on that occasion received that amount of money?
- Ans. I did not.
206. Do you now remember that that money was paid to you by Mr. Pinkerton?
- Ans. I do.
207. In answer to the one hundred and ninetieth interrogatory, do you now say that you know you saw Mr. Pinkerton on that occasion?
- Ans. I do.
208. For what object did you receive that money?

Ans. For the purpose of securing part or the whole of Mr. Kinzie's farm and an interest in his interest in the Chicago eighty acres involved in this controversy.

209. Was it in pursuance of the understanding and agreement which you related had been made between Kinzie and yourself for an interest as described by you in the property in question?

Ans. Sometime before that I received the money; sometime before Kinzie and I made the agreement I received the money.

210. Did you then, before leaving Chicago on that occasion, contemplate purchasing and obtaining from Kinzie a conveyance of any interest or pretended interest in this property?

Ans. I did.

211. Did you receive any instructions from Mr. Pinkerton or any other person, written or verbal, to accomplish that object if possible?

Ans. I did, verbal, from Mr. Pinkerton.

212. Did your instructions direct or advise you as to the disposition of the money, as to how much should be paid upon the farm, and how much for the purchase from Kinzie of his pretended interest in the property in Chicago?

Ans. They did not.

213. State fully, as near as you can recollect then, the instructions that Mr. Pinkerton gave you on that occasion.

Ans. He gave me the money and told me if I thought I could accomplish a trade with Kinzie to do so, and get his farm as low as I could; likewise whatever share of his interest I might buy; and to be sure that if I did buy the farm to have the bond made out right and acknowledged; and if I bought an interest of Kinzie in his interest in the Chicago eighty acres of land, to get a written agreement and to have that also acknowledged; and if I was successful to send that agreement to Chicago to him by the first opportunity; that is about the purport of his instructions to me.

214. Was any arrangement at that time made by which you were to be supplied with further sums of money in any contingency?

Ans. There was.

215. Will you state what that arrangement was?

Ans. The arrangement was, that he, Mr. Pinkerton, would dispatch a messenger to me with certificates of deposit on some Bank in New York.

216. Why on some Bank in New York?

Ans. Because I hailed from there.

217. Had you stated to Mr. Kinzie, and to others in the neighborhood where he resides, that you were expecting certificates of deposit from New York.

Ans. Yes, I had told Mr. Kinzie either before or after my visit to Chicago; I am under the impression, after my visit to Chicago.

218. Did you tell Mr. Kinzie that you had been to California; that you had been successful there; that you had made, and then possessed, twelve thousand dollars; that your father resided in New York, where he was engaged in business as a ship chandler; that you had left with him, or that had he deposited for you, your money; that you had a brother who had and was possessed of ten thousand dollars; that together you had twenty-two thousand dollars, which you were desirous of investing in land if you could find good locations; that your father had been through that country in 1838; that he wanted you to go there and purchase; that your father had built, or had, six brick houses in New York for his children; that as fast as one got married he gave them one of the houses; or tales to the effect of the above?

Ans. I told him all that, with the exception of the time that my father passed through that country; the time I gave him of my father passing through that country was 1836; also, the number of buildings I gave him was four instead of six.

219. Was it false that your name was Peter G. Roe; that you went there to buy land for yourself or brother; that you had made in California and possessed twelve thousand dollars; that you had just then come from New York; that you resided in New York; that your father and three brothers resided there; that he was there engaged in the ship chandlery business; that he had received and deposited or held for you twelve thousand dollars of your money; that he wanted you to go to Wisconsin and purchase land; that he had built four brick houses for his children, one of which he gave to each child when married; that your money was in Bank in New York: that you were expecting certificates of deposit sent to you by your father; that your brother had ten thousand dollars; that he was desirous of buying lands in that neighborhood; and that you desired to buy for him as well as for yourself; that together you wished to invest the twenty-two thousand dollars in lands in that country?

Ans. It was.

220. Did you tell any of these tales to other people in that neighborhood or country?

Ans. I think there was a number of persons by at the time I was telling Kinzie.

221. Did you ever narrate any of the above stories to other persons in that neighborhood, when James Kinzie was not present?

Ans. I think I have.

222. Did you make false representations concerning yourself uniformly,

while in that country, when you had occasion to make any representations concerning yourself?

Ans. I did, wherever I thought it would be an assistance to me to accomplish my purpose with James Kinzie.

223. Have you any distinct recollection of ever having on any one occasion while in that country spoken truthfully where you could help it?

Ans. I always told the truth when it would answer as well as a falsehood.

224. Did you find any occasion while you were there when you thought the truth as subservient to your purposes as falsehood, which you now distinctly recollect?

Ans. Frequently.

225. Did you become acquainted while in that country with a man by the name of Bigelow; if yea, where and how far from James Kinzie's did he reside?

Ans. I did; I was introduced to him by James Kinzie as his particular friend; he lives about two miles from James Kinzie's.

226. Did you become acquainted with the fact while there that he owned a large farm, was wealthy, and one of the most reputable and worthy citizens in that part of the country?

Ans. I became aware through James Kinzie that Mr. Bigelow was in possession of about 700 acres of land, but it was involved by some rail road stock, which, if paid, there would not be much of the farm left to Mr. Bigelow; I have heard some speak of him very highly, others very degradingly.

227. Did you learn while there, that his family were held in that community generally in very high repute?

Ans. I did not.

228. Did you represent yourself to a daughter of Mr. Bigelow as an unmarried man?

Ans. James Kinzie introduced me as such.

229. Please to state in what phrase as near as you can recollect?

Ans. He introduced me as Peter G. Roe, and that I had been traveling all over the country, and had not got a wife yet, and he, James Kinzie, intended to marry me off to some of the girls around there before I had been in that county long.

230. Did you frequently visit the family of Mr. Bigelow.

Ans. I have been there several times with Mr. Kinzie and with his son Robert, and other persons in that neighborhood, and I have been there alone.

231. Did you represent to Mr. Kinzie that you were an unmarried man?

Ans. I did.

232. Was that false?

Ans. It was.

233. Was that falsehood necessary to the furtherance of your object?

Ans. It was very essential.

234. Please to state how?

Ans. Why when I went out there first, I did not know how long I was to remain there, and country people generally wonder, if a man tells them that he is married, why he don't receive letters from his wife or some of his family, or why he should stay there so long without writing to his family; they also wonder why he don't purchase or go to work instead of laying round, or running over the country spending money.

235. Did you not allay that wonder, and satisfactorily account to the wondering community for all this which you have given as a reason for your false representations, by your pretended and assiduous efforts to buy lands, select locations on which to settle yourself as well as for a home for your brother; and did you not seek further to allay such enquiries of the curious by repeated declarations that you were expecting letters from your friends, your father and your brother, and at other times that you had received such?

Ans. When I told James Kinzie that I was a single man, it was either on the first or second night after my arrival there, and I was telling him of my trip in California, and the narrative of the same. I told him that I was gone about six years; when he or some of his family said that was a great while for a man to be away from home. I told them my home was in any country which I liked, for I had no family nor no one else to look after but myself. He said that is the way that a man ought to be that had a roving disposition, like he had when he was young, and supposed that I had.

236. Had you resided in California six years away from your family?

Ans. I had not.

237. While you were in Iowa county, did you become intimately acquainted with a daughter of Mr. Bigelow before referred to?

Ans. No more so than with other ladies in that vicinity.

238. Did you frequently ride out or drive with her?

Ans. I have been out with her on three or four different occasions, once in the company of James Kinzie.

239. How did you go on that occasion?

Ans. Horse and wagon.

240. Where did you go to?

Ans. Avoca and Muskada.

241. Whose horse and wagon did you drive?

Ans. One that I bought.

242. Did Mr. Kinzie go with you the whole trip?

Ans. I think he did.

243. Can you refresh your recollection and say whether you know that he did or did not?

Ans. He was in Muskada with me and Miss Bigelow; that was as far as we went; it was the end of the trip, and he must have returned home with us, for he had no conveyance of his own there.

244. About how far is Muskada from Mr. Bigelow's?

Ans. About twelve miles.

245. Had your wagon two seats, or one only?

Ans. Our wagon has two seats attached to it.

246. What do you mean by two seats attached to it?

Ans. I bought two seats with the wagon, and I suppose they were built the same time the wagon was.

247. Were both seats in the wagon on that occasion.

Ans. I don't remember whether the seats which I bought with the wagon were both in the wagon at that time, for I have used a piece of board on different occasions instead of one of the seats, and I might have done it on that occasion.

248. Did Miss Bigelow ride out with you on more than four occasions?

Ans. She might have done so, for I used to take most any of the ladies in that neighborhood to places which they wished me to, at any time that I thought best to do so?

249. Do you know that you rode out with her more than four times?

Ans. I do not, for I kept no account of all my rides out with different ladies in that neighborhood.

250. Did she go to Mineral Point with you?

Ans. I passed through Mineral Point with her.

251. Did she go ever to Grant county with you?

Ans. Not to my knowledge; we might have passed through some part of Grant county on the trip spoken of.

252. Is Mineral Point in Iowa county, or do you know that Mineral Point is in Iowa county?

Ans. It is the county seat of Iowa county, so I have always been told by James Kinzie and others, and believe it to be so.

253. Do you know that Grant county lies west of Iowa county?

Ans. I believe it does; there may some parts of it extend north, and there may be a part of it laying south of Iowa county. I am not posted as to the county lines.

254. About how far is Mineral Point from Mr. Bigelow's?

Ans. Twenty-five or six miles; I have heard various statements as to the distance.

255. Did you ever go to Avoca with Miss Bigelow?

Ans. I have passed through Avoca, and stopped, I think, at Avoca, on the trips previously spoken of, when James Kinzie was in my company.

256. Did James Kinzie go to Avoca with you and Miss Bigelow?

Ans. I think that we stopped at Avoca, and James Kinzie was in the company of Miss Bigelow and myself on the trip previously spoken of.

257. Did James Kinzie go with you and Miss Bigelow to Avoca?

Ans. He did on the trip spoken of.

258. Did you ever go to Avoca alone with Miss Bigelow?

Ans. I did.

259. Did you ever go to Lone Rock with Miss Bigelow?

Ans. I did, she wished to mail and receive letters at Lone Rock Post Office, that she said she was expecting from some of her relations in Chicago; and also to stop at her sister's on the way going to Lone Rock, and coming back; she living on the road leading to Lone Rock.

260. What is that sister's name?

Ans. Hurst I think they pronounce it.

261. How far is Lone Rock from Mr. Bigelow's?

Ans. Five or six miles by the road which we went, and I know of no other road to go with a horse and wagon, as near as the one spoken of.

262. Do you know a Mr. Young, a brother in law of Miss Bigelow's, and where does he reside?

Ans. I was introduced to him by James Kinzie. He resides near Belle Mound, I think Lafayette County.

263. Did you ever go with Miss Bigelow to Mr. Young's?

Ans. I took her there on a promise of a previous request she had made of me to take her there. When I did take her there it was on the occasion of the trip passing through Mineral Point, as spoken of before.

264. Did you ever give out or intimate to any person in the neighborhood of Mr. Kinzie, that you had contracted an engagement of marriage with Miss Bigelow?

Ans. No Sir, they were always a joking with me whenever I might be in company with Miss Kinzie, the daughter of James Kinzie, Miss Bigelow, or any other lady in that neighborhood, about living an old bachelor's life. I have told them on different occasions when they have been joking with me as to getting married, that I would get married as soon as I had found any one to suit me.

266. Did you give them to understand that you were going to be married to Miss Bigelow on the 4th of July, and did you invite them all to be

present; in effect telling them, that they must all come down to Mr. Bigelow's on that occasion.

Ans. I remember a conversation that took place at Mr. Young's, the brother in law of Miss Bigelow, between me and Mrs. Young; Mr. Kinzie was there at the time. Mrs. Young asked me if there was going to be a ball on the 4th of July; she asked me who I was going to take with me. I told her I did not know where I would be on the 4th of July, for her father Mr. Bigelow had been talking to me about going to Prairie Du Chien, as soon as he got through with his planting and other work, which he was then at, and I might spend my 4th of July with him at Prairie Du Chien. She asked me if her mother was going along, and also her sister, Vandalia. I told her they might both go, but I did not know, for I had heard her sister say that she would like to go to a ball at that time, if there was any in the neighborhood; so I could not tell her where I would be on the 4th. I asked her then, where she was going to spend her fourth, she said she didn't know, but she had been trying to get her husband, Mr. Young, to take her home or in that neighborhood. I told her she must make him fetch her to Otter Creek to spend the fourth, and if I was there we would have some sport of some kind. She said, I would bet that you and Vandalia are going off to get married somewheres on the fourth, and if you are, without letting me know, I will never forgive you. I told her I would let her know before any thing of that kind came off, but she must come up on the fourth. James Kinzie then said, I am agoing to marry Roe myself when he does get married; he also said, you know I can do it, Mrs. Young, for I married old Doctor Frost on Otter Creek to his wife.

266. Was James Kinzie a Magistrate?

Ans. I saw him act in that capacity, and have always understood since I made his acquaintance, that he was elected by the citizens of that town as a Magistrate.

267. Was the conversation narrated by you, with Mrs. Young, before or after the occasion of your visit there with Miss Bigelow?

Ans. After.

268. Did not Mrs. Young then understand that you were, upon the 4th of July thereafter or thereabouts, to be married to her sister.

Ans. I do not know what she surmised.

269. Did you not understand that she was under that impression?

Ans. I did not, for I have heard such like conversations about me and Miss Kinzie by the neighbors in that vicinity. A man by the name of New-ly I think they call him stopped me one day when passing his house, and told

me that it was all round the neighborhood that I had come there for the purpose of running away with her.

270. Did you give Mr. James Kinzie, Robert Kinzie, son of James Kinzie, and Margaret Kinzie, and Daniel Kinzie, a nephew of James, to understand that you were to be married to Miss Bigelow?

Ans. I did not, they have frequently joked with me about Miss Bigelow and other ladies in that neighborhood in the presence of Miss Bigelow at Kinzie's house, and Miss Bigelow herself would join in the mirth, and tell them that she was going to live in that fine house that I spoke of building on Otter Creek.

271. Now sir, did not Miss Bigelow herself understand that you intended marriage with her?

Ans. She could not have done so, for on several occasions she has asked me for my daguerreotype, and I have always refused giving it to her.

272. Did you not promise her marriage?

Ans. I did not.

273. Did you ever make declarations of affection for her, to her?

Ans. I have told her that I thought Margaret Kinzie was the finest young woman on Otter Creek, for she had always conducted herself as such since I had known her. But I did not care about any young woman, only, I liked to be in Ladies' society; therefore I know well that I have not to her nor no other young lady in that country made declarations of affection of love, to any one, excepting in the way of a jest when they have been a joking with me on that subject.

274. Do you state on oath sir, that you never expressed with apparent sincerity any special and affectionate regard for Miss Bigelow, to herself?

Ans. I do.

275. Did you have her Daguerreotype?

Ans. I did.

276. Have you it now?

Ans. I have not.

277. Did you bring it away from that country with you?

Ans. I did.

278. Do you know that it was currently reported and believed in the neighborhood where Miss Bigelow resided, that you were to be married to her?

Ans. It was reported by some that I was going to be married to Miss Margaret Kinzie; by others to Miss Vandalia Bigelow; and it was reported by others that the widow Lisburan, the daughter of Mr. See, James Kinzie's father-in-law, would catch me, as I used to ride out with her; as to their belief, I

know nothing of it; I understood it all as a jest, for James Kinzie, himself, joked more on that subject than any other person in the neighborhood.

279. Now sir, answer me, did you not make propositions tantamount to proposals of marriage; and did you not make declarations of love and affection also to Miss Margaret Kinzie; and were they not, or some of them, reported to her mother and by her rejected; and thereupon, or shortly thereafter did not Miss Margaret leave home and go to teach school somewhere?

Ans. I did not make any such proposal, nor do I know what the reports was to Mrs. Kinzie, but I know well that Margaret Kinzie, herself, also her father, James Kinzie, told me, when I first made their acquaintance, that Margaret Kinzie had an engagement to teach school in a school house at the school district then erecting; and I also know that Margaret Kinzie went to this same school house spoken of to teach school, and boarded at Dr. Frost's, within a short distance of the school house, for I have called on her as I have been passing by, at the school house, also at Dr. Frost's.

280. Did the success of your enterprise, in your judgment, involve the necessity of a violation of the rites of hospitality; the enlisting the affections and interest of the ladies of the families, whose hospitality you were thus abusing; the subjecting those ladies to the mortification of public scandal; and to the reputation of having been betrayed and deserted by one, who was to subsequently, reveal himself as an impostor?

Ans. The success of my enterprise depended materially on my being friendly with all James Kinzie's friends, and an enemy to his enemies, which I carried out, but always conducting myself as a gentleman when in any ladies company; nor have I offered the slightest insult, or used any language unbecoming a gentleman while in their company.

281. Your mission, in your judgment, involved, did it not, a violation and abuse of the rites of hospitality; together, with a systematic course of deceit, falsehoods and misrepresentations?

Ans. I do not know that I have violated any rights of any one's hospitality to me; it was highly necessary to use deceit to accomplish my object, and I used it as such.

282. When you went there a stranger, and met Mr. Kinzie you were kindly received by him, and hospitably entertained, were you not?

Ans. I was.

283. You went for the purpose of deceiving and betraying him if possible, did you not?

284. I went there for the purpose of getting all of him that I could relative to this Chicago eighty acres of land, and report the same to Mr. Pinkerton.

284. Did you go with the purpose of deceiving him?

Ans. I did.

285. Did you go with the purpose of betraying him if you were successful in your deceptions?

Ans. I did.

286. You are engaged in such business for seventy-five dollars a month, are you?

Ans. Or thereabouts, I have never divided it into months.

287. Do you consider yourself amply compensated for such services by that price?

Ans. I do not, but I have agreed to work for that price, and I intend to fulfill my agreement.

288. How much would you consider an adequate compensation, and with how little would you be satisfied for such services.

Ans. It is owing to circumstances altogether.

289. Such as what?

Ans. Parts of the country, and location of the country, and the character of the job in which I would be about to enlist in.

290. Instance, a country and a job such as the one in question?

Ans. I don't know what I would enlist for; I would have to give it some consideration.

291. How much would you consider a fair compensation, such as you would be satisfied with, give it such consideration as will enable you to answer the question?

Ans. From a thousand to fifteen hundred dollars a year.

292. Have you been conscious of experiencing any sentiment of remorseful regret or self degradation while reflecting upon the nature of your transactions and the complication of misrepresentations, falsehood and deceit in which it involved you?

Ans. I have not.

293. Do you consider fifteen hundred dollars a year a fair and reasonable compensation for a man of your physical and intellectual capacity to sell himself as a common imposter; and to devote himself to the business of misrepresentation and falsehood as a profession? (Question objected to by complainants.)

Ans. I do, where they do it to further the ends of justice.

294. Was that your object in engaging in a business of this character, or did you engage in it as a means of livelihood?

Ans. I was engaged in the same kind of business before I made the engagement with Pinkerton, with the exception that I was paid by the public, to further the ends of justice; and I engaged in this business with Pinkerton with

that understanding; and I have always found, since I have been in his employ, that to be his object, for he has never instructed me otherwise.

295. Did you engage with Mr. Pinkerton in this business at \$900 a year for the purpose of furthering the ends of public justice, or as a means of livelihood?

Ans. Both.

296. Did you engage at a less compensation than you have said would be in your opinion a fair remuneration for services of the character you have rendered on this occasion, in consideration of the fact that you would be forwarding the ends of public justice.

Ans. I did not; I engaged with Mr. Pinkerton more on account of moving out West than anything else.

297. More than to gratify your disposition to advance the ends of public justice?

Ans. I consider that I was furthering the ends of justice while in New York as much as I am here at the present time, taking in consideration the opportunity I had for so doing.

298. Has public justice ever done you a turn which has had the effect to make you so solicitous for her protection, and so self-sacrificing and earnest in her behalf.

Ans. Yes, at several different times.

299. Was it in consequence thereof that you became so interested in her behalf?

Ans. I found, during my public life, the more public good I could do, the better it was for myself and all those connected to me.

300. Has that been your experience also with reference to your private life?

Ans. It has, for I have never been employed in my life, by no man, but I could go back to him any time when out of employment, and get employment from him.

301. Will you now take from your pocket the memorandum book which is there, and refer to the minutes of your transactions, and see if you can answer the question which I have put to you in the 106th Interrogatory, to wit: How long were you at Black Earth?

Ans. I will. Witness takes memorandum from pocket—refers to it, and says, in answer to 106th Interrogatory, as now given: I arrived at Black Earth on Thursday, the second of April, about 12.30, P. M., and remained till Friday, the third, about 3.30, P. M.

302. Did you return from Black Earth on Friday, to Clyde?

Ans. I think not.

303. Will you state where you went, and when you returned to Clyde.

Ans. I am under the impression I stopped at Avoca, at Mr. Gaylor's, during Friday night, and went to Kinzie's the next morning.

304. How soon after your first arrival at Clyde, did you leave there on any trip, and where did you go?

Ans. On Tuesday, the 17th of March, I went through a part of Iowa county and Grant county, as I was told I was in.

305. How long were you gone?

Ans. I returned on the Saturday following.

306. How did you go, and with whom, if anybody?

Ans. I went part of the time a-foot, and part of the time on horseback, and alone.

307. To what place in Grant county did you go?

Ans. I was told Wingville, to which place I went, was in Grant county.

308. What was the object of your trip to Wingville?

Ans. I had no object to go to Wingville, more than any other place.

309. What was your professed object?

Ans. To go out on the prairie, and look at lands, as Mr. Kinzie advised me to do.

310. Did you buy any land, or contract to buy any land, at that trip?

Ans. I did not.

311. Did you see a Mrs. Cox, in Grant County?

Ans. Not to my knowledge.

312. Did you see a Mrs. Cox any where on that trip, after you left Kinzie's, and before your return?

Ans. Not to my knowledge.

313. Did you represent to Kinzie and others, after your return from that expedition, that you had contracted to purchase Mrs. Cox's farm, consisting of 160 acres, for which you had agreed to pay \$2,400; that you had paid Mrs. Cox \$100 down, and agreed to pay the balance in the 9th of May following; and did you exhibit a bond, purporting to be signed by the name of Cox, with the certificate of acknowledgment annexed, purporting to be signed by a magistrate. Did you state that you could have paid them \$500 or \$600 more; that you had not a great deal of money with you, but that you did not wish to be entirely out of money; that you might wish to secure other purchases elsewhere?

Ans. I told Mr. Kinzie all this, and showed him an article which I had written myself.

314. Did you write the signature to that article?

Ans. I did.

215. And did you write and sign the acknowledgment and signature to the same?

Ans. I did.

316. Was that whole statement false and manufactured, and the signatures forged.

Ans. The whole statement was false, but the signature I don't consider forged, for I did not know any magistrate or any one else in the neighborhood which I represented to buy the land in.

317. Do you not know that there was a man by the name of Cox, residing in Grant County, and that there was a magistrate bearing the name which you employed in the certificate of acknowledgement, and who was known to Kinzie?

Ans. I did not know, nor do I know at this present time any such man, nor do I believe James Kinzie did, for he told me so when I showed him the article, he said he was not acquainted in that neighborhood.

318. Will you state the name of the magistrate which you employed?

Ans. I cannot, for I put the first name down that came to my mind, both in the case of Cox and Magistrate, nor do I know now whether it was Cox that I used the name of or not, for magistrate, or the person I bought from.

319. What became of that bond?

Ans. I destroyed it.

320. When.

Ans. Sometime after showing it to Kinzie.

321. How long after showing it to Kinzie?

Ans. I have no idea.

322. Do you remember destroying it?

Ans. I remember one day while in the woods, looking over some papers which I had in my pocket, for the purpose of destroying those which I did not wish to have about my person, or to be encumbered with, I missed this article spoken of, and I supposed I had destroyed it, so I gave it no further consideration.

323. When you first went to Kinzie's house, you say it was afternoon; did you tell him that you had come up through the mills from Avoca, and that you had walked most of the way?

Ans. I did.

324. Did he reply in substance that you had not seen any taverns on that road, and asked you if you had any dinner, and did you reply that you had not, and that you were hungry, and did he then invite you into the house and give you some dinner?

Ans. He invited me into the house to get a drink of water when he saw me in the act of going to the creek for it, and after in the house, he asked me if I would have some dinner got for me.

325 Did you not before going into the house, while at the mill yard, where you first met Kinzie, make the representation respecting your means; your father; your brother; your residence in New York; your object in purchasing lands in the country,

Ans. I told Kinzie in the yard, that I came out in that country for the purpose of looking up lands, but the conversation about my father and brother occurred in the house to the best of my belief.

326. After dinner did you ask Kinzie if there was any place thereabout where you could get to stay all night, and perhaps a couple of days, as you desired to look about, and see if you could find any place that would suit you to purchase?

Ans. I did, or something to that effect.

327. Did you tell him that your brother had gone, or was about to go to Kansas to buy land; that if he had gone he had probably returned by that time, and if so, you expected he would bring your money to you?

Ans. I told him that I expected my brother had gone to Kansas and would meet me at Madison, in four or five weeks, and if I made a purchase I should write home and he would bring out money to me.

328. Did you ask him the day you left to go to Grant county if he thought you would be able to buy any land at Otter Creek; did he reply to you in substance, that if you had money enough any one would sell to you; that you could buy the whole country; that if his place suited you he would sell as well as the rest; and did you say, that you had not much money with you, as you did not like to travel with much money in a strange country; that you had brought with you six or eight hundred dollars; but if you bought you could get your money in 30 days?

Ans. Something to that effect took place on the morning that I left Kinzie's house to go on the prairies south of Franklin, as he directed me; this was the time that I went to Wingville.

329. After your return from Grant county, how long did you stop at Kinzie's house, before making your next and second excursion in the country?

Ans. I don't remember, some few days only.

330. Do you remember, was it more than two days.

Ans. I am under the impression that it was Monday or Tuesday of the first of the week following; but I have no distinct recollection as to the time.

331. Where did you go to on the second expedition?

Ans. Jonesdale, I think.

332. How long were you absent at that time?

Ans. Some two or three days.

333. Do you recollect, were you not absent four days?

Ans. I might have been; I was away so much that it is impossible for me to remember as to the time that I was away on different occasions.

334. Did you stay at Jonesdale all that time?

Ans. I am under the impression that I went to Spring Green on that trip in the neighborhood of twelve miles from Kinzie's.

335. Did you go afoot?

Ans. Part of the way; part of the way I rode in a wagon.

336. What did you go to Spring Green for?

Ans. I went to mail the letter, spoken of in a previous answer, the one I gave to the supposed mail agent.

337. What did you tell Kinzie was your motive?

Ans. To look at the country.

338. With what object?

Ans. With a view of purchasing land, or to leave that impression with him.

339. After your return from Spring Green, how long did you remain at Kinzie's before taking your departure upon your third expedition; and where did you go to?

Ans. I am under the impression that I went to Franklin, in a few days after I returned to Kinzie's; Franklin is about eight or nine miles in a westerly direction from Kinzie's.

340. Did you not go to Franklin the second day after your return from Spring Green?

Ans. It might have been the second day.

341. Did you go on foot that time?

Ans. I don't remember, for I have been in various ways to Franklin—sometimes a-horseback, sometimes in the mail wagon, sometimes part of the way on foot, then rode the other part with teams going to Franklin.

342. What was your professed object in going to Franklin at that time?

Ans. I have told Mr. Kinzie various objects for my going to Franklin. I do not remember what I told him on that occasion.

343. What was your real object for that visit?

Ans. I don't remember.

344. How long were you absent on that visit before your return to Kinzie's?

Ans. Don't remember. I might have returned the next day, or I might have staid there until the next day but one, and then returned.

345. Do you recollect were you not absent at that time three days, one one of them being a Sunday?

Ans. I don't remember of ever stopping at Franklin on Sunday.

346. Did you go anywhere else than to Franklin on that trip, and did you not spend that Sabbath elsewhere than at Kinzie's?

Ans. I think not, for I am under the impression that I spent part of that Sabbath at the School House, near James Kinzie's, in the company of Miss Margaret Kinzie, Robert Kinzie her brother, and others.

347. Were you at James Kinzie's at any time prior to the April election more than two days at a time?

Ans. I think I was

348. Can you recollect between what excursions you were there more than two days at a time?

Ans. I do not remember the excursion which I returned from, but I do remember returning from one, on Saturday, about the middle of the day, and the election came on the Tuesday following. The reason I remember this so distinctly is, that James Kinzie, Daniel Kinzie and myself made out the Democratic ticket on Sunday following the Saturday which I returned on, and Sunday afternoon James Kinzie, Daniel Kinzie and myself, went through part of the neighborhood electioneering for the ticket headed James Kinzie, chairman of the Board of Town Supervisors; also on Monday we were around electioneering and on the following Tuesday James Kinzie went to the place which was designated for holding the election, and told me to attend to the outside affairs and bring the men to the polls, for he had to attend to the ballot-box.

349. After this election, did you request Mr. Kinzie to draw up for you a petition for postmaster of Clyde, in the place of the present incumbent, who was represented to be a republican or whig, declaring your purpose of locating and residing at Clyde?

Ans. I did not. I proposed sending a petition to Washington, and have the postmaster removed, and have Daniel Kenzie appointed in his stead; and there was a petition drawn up to that effect. In a short time afterwards James Kinzie told me that the democrats of Clyde would be better satisfied for me to have it on account of what I had done for them at that election, and he said that I must have it. I told him if I lived there, I would not be bothered with it, for I would be away from home so much. He said, get the appointment, and then any time after, you can give it to any one you please. I told him I would accept the appointment, and if I got it I would give it to Dan Kinzie. He then drew up a petition himself and used my name as the applicant; and the next I saw of the petition James Kinzie showed it to me with nearly all the democrat names in that neighborhood attached to it, and said I should be

postmaster in a few weeks, for he would see Judge Strong and others, to push the matter through, for the present postmaster, Mr. Norton, was a damned Shanghai.

350. Did not James Kinzie decline to draw up a petition in your favor, and for the removal of the then incumbent?

Ans. He did not—it was his proposal. He said that he could draw up a better petition, than the one which had already been drawn up for Daniel Kinzie. He knew more of the difficulties which persons were laboring under, a-going to the present post-office, for their letters and newspapers, which he did set forth in the petition he wrote for P. G. Roe, applicant.

351. Did you not, after Kinzie had declined to draw your petition, go to L. M. Strong, Probate Judge of the county of Iowa, and get him to draw your petition, and afterwards, under the plea that the writing was poor, ask and procure James Kinzie to copy it—saying substantially, that he could write better than you could, and did not Kinzie, on your request, copy the petition, which was circulated, and signed on your behalf?

Ans. I saw Judge Strong in Franklin, and we were talking on political matters, and the post office arrangements came in, in the way of general conversation; and I told him that James Kinzie, and other democrats in Clyde, were talking of getting Norton removed. He asked me if they had a man for the place? I told him Daniel Kinzie was spoke of, and asked him if he would draw up the petition. He said he would, but I must not let any one see the writing, for he had some private matters in that neighborhood, which it would interfere with. We then went to Judge Strong's office, in Franklin, or one that I supposed to be his office, and he drew up the petition—Daniel Kinzie, applicant; and that was the petition which I asked James Kinzie to copy, as I read it, so that Judge Strong's hand writing should not be exhibited, when asking persons to sign the petition. Those were the reasons which I gave James Kinzie at the time.

352. Why did you go to Judge Strong to draw that petition.

Ans. I did not go to him to have him to draw it. It came in the way of conversation, in other matter, and James Kinzie had introduced me to him sometime previous to this, and told me he was the best democrat in the county; and also had told me that he would speak to Judge Strong, and see if he could get Norton removed.

353. Was that after Kinzie had told you that the democrats of Clyde would prefer you to Daniel Kinzie, as their candidate?

Ans. No—before.

354. Was not the petition in your favor substantially a copy of the petition drawn up by Judge Strong, in favor of Daniel Kinzie?

Ans. Quite different. I think I have both the petitions yet in my possession, in my desk.

355. Did you not deliver or send the petition, which was circulated in your behalf, which was in James Kinzie's hand writing, to Mr. Henry Waller, or to Mr. Pinkerton?

Ans. I either sent it to, or gave it to Mr. Pinkerton myself, or Mr. Lawrence, I do not remember which.

356. Was that before or after your final return from that country?

Ans. I am under the impression that I either brought it in or sent it, before I left Wisconsin for good.

357. What disposition did you represent to James Kinzie, and others, in that neighborhood, that you had made of that petition?

Ans. I told them I had sent it to Washington.

358. Now, sir, was that other than a scheme, devised by yourself, as calculated to fortify and give color of truth to the statements which you had made, were making, and contriving to make, respecting the progress you were making, and had made, in securing the confidence of James Kinzie, and to impose upon the credulity of the complainants, in this suit, and your employers, with the belief that they would more easily credit the statements which you had made and designed making, of the manner and circumstances, and means employed by you to accomplish the material result of procuring from James Kinzie a conveyance of the character designed by you, of his pretended interest in the property involved in this controversy?

Ans. It was no scheme of mine; it was a proposition of his own, and I am under the impression that the petition was written after the date of the agreement made between me and James Kinzie, relative to the interest in the 80 acres of land?

359. If you had accomplished this main object of your mission, how did it further the ends or the interests of public justice, in your judgment, thus to impose further upon James Kinzie, and upon the democracy of the town of Clyde, by the false pretense that you were going to accept the office of post-master, and that you had sent forward their petition to Washington?

Ans. My object was not accomplished until about the 19th or 20th of June last.

360. What further object had you than you had already accomplished, when you procured the signature of James Kinzie to that paper, purporting to convey an interest in this property?

Ans. To get him before the Commissioner, to take his last deposition.

361. To accomplish that object, was it material that you should continue

to make false representations, and to impose further upon the credulity of the democratic party of the town of Clyde ?

Ans. It was.

362. Did you accompany Daniel Kinzie when that petition was circulated, soliciting signatures ?

Ans. The petition was nearly full when James Kinzie, in company with Daniel Kinzie, showed it to me; and one day after that, Daniel Kinzie took it with him when we were going some place, and said he had one or two more names that his uncle wished to have on the petition, and as we were going by their places, he would get them to sign, and I think he took the petition, and got their signatures.

363. Were you with him when those signatures were obtained ?

Ans. I think I was.

364. Do you know you were ?

Ans. Not positive.

365. How do you so well remember the particulars of the conversation as to what James Kinzie said, and Daniel Kinzie said, so as to rehearse the same so minutely, and yet forget the main fact so immediately connected with, and resulting from, that conversation ?

Ans. I always made a minute, or committed to memory, any occurrence touching this case, that took place in James Kinzie's company.

366. Did you make a minute of that conversation ?

Ans. I think not.

367. Did you go out on any other occasion, with Daniel Kinzie, soliciting signatures to that petition, than on the occasion last referred to ?

Ans. The petition was in James Kinzie's or Daniel Kinzie's possession for some time, and both or either of them might have got signers when I was in their company, but I do not remember seeing any one sign the petition except on one occasion.

368. About how many of the signatures to that petition were annexed in your presence, or when you were in company with Daniel Kinzie ?

Ans. I have no idea, for I did not trouble myself about getting signers to the petition.

369. Were you not with Daniel Kinzie when every single name which he procured to that petition was annexed to it, and did you not accompany him on every occasion when he went to procure the signatures through the town of Clyde ?

Ans. More than three fourths of the names on the petition were on it when James Kinzie first showed it to me, after the day it was written. I was with him, Daniel Kinzie, on two or three occasions when he has spoken of the

petition, and said that he intended to get so and so to sign it, I don't remember the names, I am under the impression that he got Mr. Bigelow to sign it one day we was out.

370. Did he not go out in your wagon with you on several occasions through different parts of the town of Clyde, getting signatures to that petition?

Ans. I am under the impression Daniel Kinzie had moved to Indiana before I bought the horse and wagon, for I remember well that he went to the depot in Mr. Kinzie's wagon when he moved, and I went with him in the same wagon,

371. Had you not bought your horse and wagon before you had agreed and made your purchase of Daniel Kinzie's property?

Ans. I did not make any permanent agreement to buy Daniel Kinzie's property. James Kinzie made out a deed for Daniel Kinzie's property, and had it in his possession, and he wished to put my name in it as making the deed to me; I told him I wished to see my brother before I bought any more land, he said Daniel Kinzie was subject to fits, which I know to be the fact, for he had one, one day, and I was setting talking to him in Mr. James Kinzie's, and for that reason he, James Kinzie, thought it was best for Daniel Kinzie to move back to Indiana amongst his own relations. James Kinzie had this deed, or he told me he had it in his pocket when Daniel Kinzie left Wisconsin for Indiana, and James Kinzie and myself on our way to Racine said, he took the deed with him to show my brother if we should meet him at Wisconsin on our return from Racine, as I had told him I thought probably he would be there about that time. And I think that is the trip when I bought the horse.

372. How many trips did you make to Racine with Mr. Kinzie?

Ans. Two I think.

373. Did you buy your horse and buggy in Racine.

Ans. I did, or Mr. Millett bought the buggy for me.

374. Was that upon the occasion of your first visit to Racine.

Ans. It was on the occasion of the first visit.

375. Upon the occasion of your second visit to Racine with Mr. Kinzie, who started from the town of Clyde with you?

Ans. Mr. Kinzie and his son Robert.

376. Did Daniel Kinzie and his family start with you.

Ans. They did not, for I went over with my own horse and buggy.

377. Did Daniel Kinzie and family start that day for Indiana.

Ans. They did not.

378. Had they before then gone to Indiana.

Ans. They had.

379. How long before?

Ans. Sometime before, I don't recollect as to the time.

380. Will you refresh your recollection, and state about how long before?

Ans. I can tell the exact time by referring to my report.

381. Can you not state near about the time, without such reference.

Ans. I cannot.

382. Will you refer to your memorandum and state when Daniel Kinzie left Clyde for Indiana?

Ans. I will look in my memorandum and see if it is in that part which I have with me. Witness examines his book and says: Monday morning, at 3:30 or about that time, the fourth of May, Daniel Kinzie left with his family for Indiana.

383. When did you leave on the second expedition to Racine with James Kinzie?

Ans. On Thursday, the fourth of June, I left Clyde.

384. Will you refer to your memorandum and state what was the date of your leaving Racine for Clyde on your former visit?

Ans. On the eight of May.

385. After you had been to Mr. Kinzie's house a few days did you go to Mineral Point?

Ans. I think I went on my first trip to Mineral Point with Mr. Kinzie the day after election, the eighth of April.

386. Had you not been to Mineral Point before that alone; and had not Mr. Kinzie declined your invitation to go with you; and did you not complain to his son, Robert, saying substantially that as you were going to buy his land, you thought his father ought to have gone with you?

Ans. I don't remember of ever going to Mineral Point alone. Robert Kinzie went with me on one occasion to Mineral Point, but I am under the impression the first time I ever went to Mineral Point was on the 8th of April, and that was on the occasion of James Kinzie's invitation, as he had to take the election returns to Mineral Point on that day. I can tell by referring to my report whether that was my first trip to Mineral Point or not, positive.

387. Did you ever have any such conversation with Robert Kinzie?

Ans. I might have done, for I have talked to Robert Kinzie in different ways on different subjects, knowing he told his father all I said to him.

388. Do you remember to have told James Kinzie, on the journey to Mineral Point, the day after the election, substantially, that you felt hard a few days before because he did not go to Mineral Point with you, but that you did not know as you ought to have felt so, and that the reason why you desired him to go with you was, that the people supposed you had a good deal of money with you, and that you were a little fearful to go alone.

Ans. I did not tell him so.

389. Did you say anything to him to that effect?

Ans. I did not.

390. Did you propose to James Kinzie to go with him, on that occasion, to Mineral Point; and did you give as a reason for wishing to go, in the presence of Robert Kinzie and Mrs. Kinzie, that you wished to buy a fine horse and buggy; that you could not find one that suited you; that you had a fine horse in New York; that you did not know but that you would have to send after your own horse to New York; and did you pay any and what share of the expenses of that trip?

Ans. I went on that occasion solely on Mr. Kinzie's invitation; he gave me the invitation on election day, at the School House, which the election was held in. I might have spoke of a horse and wagon at Mr. Kinzie's house, but I am sure not on that occasion, for I pretended to Mr. Kinzie that I did not wish to go, on the account of the roads being so bad, caused by heavy snow falling on election day. I paid my own bill, and Mr. Kinzie paid his, and made the remark at the time that it came out of the county. I have never told them that I then owned a horse in New York, but I have frequently spoken, when horses have been in the conversation, of my father having a very fine horse, and I thought I could get him out of the old man by sending for him, and writing a nice letter to my brother William.

391. What team did you have on that trip to Mineral Point?

Ans. Kinzie had his own team.

392. Did you not pay half the expenses of that team?

Ans. I think I paid for our dinners at Dodgeville because Kinzie had no small change; and he paid for dinner at Dodgeville on our return; I did not pay half the expenses of the team.

393. In answer to your statement that you wished to buy a fine horse did Kinzie say to you, that he thought you could buy a fine horse, or suit yourself in Racine or Chicago, as there were good horses there; but if you got a fine horse in either of those places you would have to pay for it, and did you answer you did not mind the price, that you would rather give four or five hundred dollars for a good horse than any price for a poor one; did Kinzie say that when he was in Racine last a friend of his, by the name of Millett, had a good horse; that he had heard Millett say that he had a great notion to buy a French horse of Mr. Walker at Ottawa, Illinois; and that he did not know that Millett had bought this horse of Walker, but that if he purchased it he thought you could get one of the horses of Millett; but that if you did purchase either one you would have to pay a high price for it; and did you not thereupon urge Mr. Kinzie to go to Racine with you for the purpose of buying one of those horses, urg-

ing that you thought you could get the horse cheaper of Millett if he would go along with you, as he was acquainted with Millett and you was a perfect stranger; and did you not offer to pay the expenses of the trip if he would go along with you; and did not Mr. Kinzie tell you that he could not go along at that time?

Ans. There was no such conversation took place at that time; there was a conversation about Millett's horses a few days previous to our leaving on our first trip to Racine; I went solely on Mr. Kinzie's invitation, and he spoke of this horse in the way of inducing me to go to Racine with him; I did not offer to pay any of his expenses; nor did I pay his expenses on that occasion; nor did I know that Daniel Kinzie and family were agoing to move to Indiana on that morning until we had arrived at Daniel Kinzie's house; and when he spoke of Walker's horse he said he had told Millett to buy him, and that he was going to give a big price for him; but he thought that if I would go with him that I could get him about right, for he had bought horses of Millett before, and he did not think Millett wanted to keep this horse spoken of, on hand, for he had good horses without it.

394. Do you remember, that a short time afterwards Kinzie received from Millett a letter, which you have before referred to, and did you read that letter or hear it read?

Ans. I remember of his receiving the letter, and he, James Kinzie, read part of it to me, and said he would like to have me go with him when he went to Racine.

395. Did you not read or hear read the whole of that letter?

Ans. I did not.

396. Did that letter give a reason why, or state the business upon which Mr. Millett desired Mr. Kinzie to go to Racine?

Ans. I remember it requested him to come on the first of the week; and I either heard it read, or James Kinzie told me afterwards, that Mr. Walker, from Ottawa, was to be there, and he, Mr. Millett, wished to see them both together; and that was one reason why Mr. Kinzie wished me to go with him; he said Mr. Walker was an old friend of his and a good fellow, and he wished to make me acquainted with him.

397. Did not Mr. Millett state in that letter to Mr. Kinzie substantially as follows: "that he had an opportunity to sell his, Kinzie's, place or property in Racine; that he wished him to come there for that purpose; that if he could be there at the times therein stated, he thought he would meet an old acquaintance there in the person of George E. Walker, whom he understood was expected there?"

Ans. Not to my knowledge; Mr. Kinzie told me that there was some persons in Racine who had been speaking for sometime of buying some of his prop-

erty at Racine, and he thought he could sell it to them while on that visit; he has read parts of several letters to me at different times from different persons, and in other instances he has give me the letter to read myself, but in this case he did not.

398. Did Kinzie write a reply to that letter, seal it, and deliver it to you to be put in the Post Office at Franklin, Mineral Piont, or elsewhere, and if so what did you do with that letter?

Ans. He did, and I mailed it at Mineral Point, and was in Racine when Mr. Millett received it.

399. Was Kinzie with you at Racine when he received it?

Ans. He was.

400. Have you ever had possession of that letter since?

Ans. I have not; I saw Mr. Millett have it in his hands and make the remark to Mr. Kinzie, "Jim, I've just received that letter you sent me, that you said Roe mailed at Mineral Point for me." Kinzie said "that you couldn't depend on the mail."

401. Can you by reference to your memorandum book give the date or near about the date of that letter?

Ans. I think I can.

402. Give us the date.

Ans. If he dated it right, he wrote it on Sunday the 31st of May.

403. How soon was that written after the receipt of the letter from Millett?

Ans. He received the letter from Millett on Saturday, and wrote this letter the next day.

404. Will you state again the date of your first visit to Racine with Kinzie?

Ans. Monday, May the 4th.

405. Was it not before your first visit to Racine that Kinzie received the letter from Millett before referred to, the answer to which, you state you received and mailed at Mineral Point?

Ans. It was not.

406. Had Kinzie to your knowledge before that received a similar letter from Millett requesting him to come to Racine?

Ans. Not to my knowledge.

407. After the letter was received the answer to which you say you mailed, did you not request Kinzie to wait and not to go for a few days as you wanted to go to Franklin or Mineral Point and that when you returned you would go with him, as you wished to go there to see if you could purchase Millett's horse, and did you not go to Franklin or Mineral Point and take the letter from Kinzie to Millett?

Ans. I told him something of that kind, when he was urging me to go with him on Monday or Tuesday, and told him that if he would wait until the last part of the week, that I would go with him. He said he would wait for me until Friday; then, if I was not back, he would have to go without me. I told him I would be back by Wednesday or Thursday sure. He then sat down and wrote the letter to Millett, stating he would be there the last of the week. This was on Sunday, and I left on Monday.

408. Do you mean to say, in substance, that you gave as a reason or excuse to him, that you wanted to go and buy this horse?

Ans. I did, but I did not use the word "wanted." I told him if I did go, that I would buy Millett's horse, if he would sell him for what I considered right. He, Kinzie, said that he would make Millett take \$100 less than he had been asking for him.

409. Before leaving, with Mr. Kinzie, for Racine, on that occasion, did he accompany you to Prairie Du Chien?

Ans. He did.

210. Did you invite him to go with you to Prairie Du Chien, representing to him that your brother desired a place to locate in the mercantile business; that you wanted to look at that section of the country, to see if it would suit him; that, as Kinzie was acquainted with the country, you wished him to go with you, and that you would pay the expenses, and did you add that as you had a good deal of money with you, you did not like to go alone; and did he consent to go with you, and did you pay the expenses?

Ans. I told him all that, or something to that amount, with the exception of, that I had a good deal of money, and did not like to travel alone. I paid the expenses, or nearly all of them.

411. Did you, on the day after your arrival at Prairie Du Chien, tell Mr. Kinzie that that country would suit your brother, and that you had come to the conclusion that you would take his land, and pay him his price for it; that you would pay him a part of the money down. That you expected your money along every day, and that, when it arrived, you would pay the balance; and did you then propose to him to go to your room at the hotel and have the agreement made out for the sale of the land; and in the room did you take out your money, \$500, in gold, or thereabouts, and lay it upon the table?

Ans. I told Mr. Kinzie that I liked the country, and thought my brother would. I told him, after the conversation which we had had, to name his price for his farm, and I would tell him whether I would give it or not. He told me he would take five thousand dollars. I told him I would give him four thousand five hundred. In a short time after he told me he would take it. I told him I expected my certificates of deposit in a few days. I asked him to go to

a lawyer's office, to have the papers made out, and we got in a conversation about bargaining for an interest in his interest; and while talking about it, he said we had better go to the room—meaning our room, I suppose. I did not exhibit any money while there. I took the vest off, which contained the money, in Mr. Blair's office, and Kinzie untied it himself.

412. Did you not expose your money upon the table in the room, at the hotel, where the bond for the sale of the land, and the agreement for the sale of the pretended interest in the property in Chicago, were made out; and at the time, did you not say to Kinzie that you were paying him a large price for his land; that his nephew, Daniel Kinzie, and others, had informed you that he had some interest in Chicago matters; that at some time a deed had been made to him, Kinzie, and lost; that the deed might be found yet, and that you wanted he should interest you in some of his claims? Did not Kinzie reply to you, substantially, that he had no interest of any account in Chicago; that Major Kingsbury had promised to give him a lot there, but that the Major was now dead? To which, did you not reply, that you would run the risk of that; that you liked to buy interests in claims; and did you not then refer to the 80 acres of land in controversy here, naming the parties as well as you affected to be able to recall them, saying: We don't know what may turn up; that the deed might be found, and we might make something out of it yet? And did not Kinzie distinctly assert and explain to you that he had no interest whatever, in the matter? That which ever side succeeded in the controversy, he, at least, had no interest? Did you not say, in reply to his remark, that if he sold you any interest in his old Chicago matters, you would never see your money back; that you would run the risk of it; if you not get anything it would make no difference; that you regarded the matter as a lottery; that you did not care for \$500, and would not care a damn if you lost it? And did you not assume, and affect to be unwilling to close the contract for the purchase of the land, and pay the money, until Kinzie would consent to give you a writing, purporting to convey to you an interest in the property here in controversy? Did you not tell him that you had learned from Daniel Kinzie and others, as aforesaid, that he and Millett were to have one-half of the property if Bennett succeeded in the suit; that you had heard that the property was worth several hundred thousand dollars, that you would give him \$500 for a tenth interest, at any rate, and take your chances? And did not Kinzie, having repeatedly re-asserted that he had in fact, no interest there, finally tell you that, if you insisted upon buying, and paying your money for such a claim, in which there was no value, and with your eyes open, that you must never come back on him for the re-payment of the \$500, when you would eventually find that you could get nothing?

Ans. I did not expose my money, nor was there any such conversation took place between James Kinzie and myself.

413. Did you not know at that time that James Kinzie owed a mortgage for a considerable amount to his nephew, James Kinzie in Indiana, which he was anxious to pay?

Ans. James Kinzie himself, the old gentleman, had told me previous to that time, that he owed James Kinzie of Indiana \$300, but said it made no difference when he paid him, as long as he paid him before I paid him the balance on the farm.

414. Were not both agreements, the one for the sale of the farm, and the other for the interest in the property here in controversy, made out the same day at Prairie Du Chien.

Ans. They were.

415. How much did you pay in all to James Kinzie, and when and how were the payments made?

Ans. Eleven hundred dollars. I paid him 300 dollars on the farm at Prairie Du Chien, and \$200 on the agreement at the same place, I paid him 600 dollars in certificates of deposit at Mineral Point, 300 dollars on the farm and 300 dollars on the agreement of the Chicago 80 acres of land.

416. Did you pay him two certificates of deposit of 300 dollars each?

Ans. I gave him three certificates; one 100 dollars; one 200 dollars and one 300 dollars.

417. Did you pay him a certificate of deposit of 100 dollars?

Ans. I did.

418. Can you state by what bank and to whose order, or otherwise describe or identify that certificate of deposit for 100 dollars?

Ans. I cannot describe the bank, for the certificates that I had were on two different banks; one, I think, the Union Bank; the other, I also think, was the Bank of America. I took no minute of the banks; they were New York city banks, but I could identify the certificates if I ever saw them again.

419. Upon what bank was the \$300 certificate?

Ans. I cannot remember the denomination, nor neither the particular banks.

420. Were the certificates issued by more than two banks?

Ans. They were not.

421. Were two of them issued by one bank?

Ans. I think they were.

422. Was the \$100 certificate one of those two issued by the same bank?

Ans. I am under the impression that the one and two hundred dollar certificates were issued by one bank, but I am not certain.

423. From whom did you receive those certificates?

Ans. They were sent to me by Mr. Pinkerton, or some of his clerks?

424. Did you take no memorandum or description of those certificates?

Ans. I did not.

425. Have you seen any since?

Ans. I have not

426. Did you not pay to Kinzie a certificate of 300 dollars, which was applied upon the agreement, and a certificate of 200 dollars, and a gold watch appraised at one hundred dollars, making other 300 dollars to apply on the bond for the land, and did you not yourself keep and misapply to your own uses the the certificate for 100 dollars falsely representing to your employers that you had paid that to James Kinzie?

Ans. I did not. I paid him 300 dollars on the bond of the farm, and 300 dollars on the agreement for the interest in the Chicago 80 acres of land, in certificates of deposit.

427. Did you not deliver to Kinzie a gold watch appraised at 100 dollars, which was a portion of the credit endorsed upon one or the other of those agreements; and did you not subsequently borrow from Kinzie that watch to carry, telling him that you were expecting a new watch on from New York in a few days, and that you wished him to loan you that watch until yours arrived; and did you not bring that watch away with you when you left that country; and do you not wear it upon your person now?

Ans. I never agreed to give James Kinzie any watch, nor did I ever deliver one to him, nor do I believe that he ever had any watch in his hands; and furthermore, I am certain, that he cannot tell what kind of a watch I then carried, only that it was a gold one. I have the same watch with me now that I then carried; nor did I ever agree to pay him anything but money or certificates of deposit on either of the agreements; nor did I ever give him anything but money and certificates of deposit.

428. In the purchase of Kinzie's farm, did you agree to take from him a span of horses and harness and a double wagon, for 325 dollars?

Ans. I did not; he told me to say to James Anderson and others, James Anderson, a brother-in-law of Daniel Kinzie, that I had bought them, so that he would not be bothered with them a-coming to borrow them, as James Anderson in particular abused them when he was using them; and I told them what he wished me to.

429. Did you not tell him that you were expecting your money in a few days, and that when it came you would pay him for the horses' harness and wagon. After waiting some time, and the money not coming, did you not pretend to have received a letter stating that your brother had arrived from Kansas

at New York, and had got married on his arrival; and that riding out with his wife one day, the horses had run away and injured your brother, so that he could not come, and that perhaps they would wait now until he got well, and then he would come out and bring the money with him?

Ans. I might have told him that I would pay him for the horses, at the time when some one has been asking him for the use of the horses, for I have talked in different ways, when persons have applied to him for the horses, for the purpose of carrying out his wishes; but the story about my brother I told him on my return from one of my trips at Mineral Point when he asked me if I had received a letter from home; and as he had said before my going to Mineral Point, that it was strange my brother did not come.

430. When you proposed to change the bond, having it run to Richard Lawrence instead of Peter G. Roe, did you not tell him that Lawrence was your brother-in-law.

Ans. I told him I thought he would be, as he was a young man paying attention to my sister.

431. Was that true?

Ans. It was not, to my knowledge.

432. You went to Mineral Point at that time, when the certificates of deposit were paid, for the purpose of correcting the bond from Peter G. Roe to Lawrence, had you or did you represent that you had, a short time before that, received through the post-office at Highland 1500 dollars in certificates of deposit, and did you exhibit them to Mr. Kinzie?

Ans. I exhibited them to Mr. Kinzie on my return from Highland, and told him I had received them from New York, but the time that I paid them to him at Mineral Point I did not go for the purpose, nor I did not tell him I was going for the purpose of correcting the bond. I am under the impression that I went with him that time, as he had to attend the county Board of Supervisors, and I did not say anything to him about the bond until after our arrival at Mineral Point. I remember this well, because he said that I ought to have told him before he left home, so that he could have taken a description of the land, and that was the cause of the third bond being made out through his mistake describing the land.

433. Did you not have with you at Mineral Point the first bond when the second was executed?

Ans. I had.

434. After your return from Mineral Point on the occasion of the correction in the bond, after the third bond was given, did you not go to Racine with Mr. Kinzie, and was not that the occasion when you purchased your horse and wagon?

Ans. I am under the impression that the third bond was made out some time after I bought the horse and wagon.

435. Can you give the date when the third bond was executed, by reference to your memoranda, or otherwise?

Ans. I think I can.

436. Give it?

Ans. It was on Tuesday, May the 19th.

437. On the occasion of your second visit to Racine with Mr. Kinzie, did you ask Mr. Kinzie to go with you, under the pretence that you wanted to buy another horse, saying that you were determined to get Millett's horse, and that you could buy him 100 dollars cheaper if Kinzie would go along with you and help you buy him?

Ans. I went solely on Mr. Kinzie's invitation. I promised him I would go before the horse was spoken of at all.

438. Did you pay the expenses of that trip, or any, and what portion of them?

Ans. I paid the hotel bill at the Baker house in Racine, by Mr. Kinzie's request, saying, if he paid his hotel bill he would not have money enough to pay his way home. I paid his bill and my own, which I think amounted to \$18, he gave me the \$9 back in a few days after he returned home. That was all the expense which I paid for him, with the exception I might have asked him to go and take dinner with me, or supper, or breakfast as the case might have been, as he has done the same to me when we have been riding through the country.

439. Had not Daniel Kinzie at that time sold out his place to you, or did you not make a contract with him for the purchase of his place, and did you not say that you had made arrangements to have your father or brother send you money to Madison, Wisconsin, and that you would have to go to Madison anyhow for your money, and that if Kinzie would go along to Racine with you, you would pay to him the money for Daniel Kinzie's land, and if you were not disappointed you would pay him, James Kinzie, all the balance of the money due on his land when you got to Madison; that if Daniel Kinzie would make out a deed and leave it with James Kinzie, you would pay him the money when you arrived in Madison, and that he, James, could hand the deed to you, in pursuance of which suggestion and expectation, did not Daniel Kinzie execute and leave in James Kinzie's hands for you a deed of his property, and did not James Kinzie on the strength of your professed expectation and promise of receiving the money at Madison, advance to Daniel Kinzie 100 dollars of the amount; and further relying on your promise, did not James Kinzie tell you that if you received your money at Madison, he wanted and inten-

ded to go to Elkhart in Indiana, and pay his nephew, James, the mortgage on his farm; and that he intended on his return, or on his way through Chicago, to stop a couple of days to have his deposition taken in a case there in Court, by Mr. Waller, if he wished to take it; and did you not disappoint him, when you reached Madison, and tell him that your money was not received; and therefore, did he not abandon his intended visit to Elkhart; and did he not mention these circumstances to Millett, at Racine in your presence; and did he not state to Millett that he had wanted to stop a day or two in Chicago, to let Mr. Waller take his cross examination if he wished it; and did not Millett reply he did not think he need put himself to any trouble about that, for if Mr. Waller wanted to take his cross examination he could send up where he lived, and take it?

Ans. I had made no contract with Daniel Kinzie for the purchase of his place; but Daniel Kinzie and myself, and James Kinzie had been talking about the matter, and a few evenings before Daniel Kinzie left the State of Wisconsin, he and his wife were at James Kinzie's and signed a blank deed, and after they had gone, James Kinzie wanted to fill the deed up to me; I told him no, that I would not buy it until I had seen my brother. I did not say that I had made arrangements with my father or brother to send me money to Madison, Wisconsin, but on previous occasions I have said that if my brother met me at Madison, that he would bring both his and my money out with him; I did not say that I would have to go to Madison anyhow for my money. I did not tell Kinzie that if he would go with me to Racine I would pay him, Daniel Kinzie's money. I went solely on James Kinzie's invitation. I did not say that if I was not disappointed I would pay him the balance due on his land when I got to Madison. I did not tell him that if Daniel Kinzie would make out a deed and leave it with him that I would pay him the money when I arrived at Madison; nor that he, James, could hand the deed to me. Daniel Kinzie did not execute and leave a deed in James Kinzie's hands for me of his property, without he done it on his own responsibility. I do not know whether James Kinzie did or did not advance money to Daniel Kinzie on any expectation that I was a-going to take Daniel Kinzie's land, nor did I know that Daniel Kinzie was going to leave Wisconsin at the time he did leave; nor did any one in the neighborhood know, excepting his own relations, for when Kinzie and myself returned from Racine, the whole neighborhood accused me and James Kinzie of assisting Daniel Kinzie to run away, and a short time afterwards I heard a storekeeper in Jonesdale asking James Kinzie, how it was that Daniel Kinzie came to run away and not pay him after he had been so kind to him in trusting him for goods out of his store; and there was a gentleman immediately in the neighborhood, Cameron I think his name.

is, got wind of Daniel Kinzie being about to run away and went out on the road leading to Avoca, and remained there some time to catch him, as he passed; but Daniel Kinzie had passed there before this person arrived at the place; as Daniel Kinzie left the town of Clyde, about 3.30 a m., James Kinzie did not tell me that if I received my money at Madison, he wanted and intended to go to Elkhart in Indiana and pay his nephew, James Kinzie, the mortgage on his, old man Kinzie's, farm; he did not tell me that he intended on his return, or on his way through Chicago to stop a couple of days to have his deposition taken in a case there in Court, by Mr. Waller, if he wished to take it, and I did not disappoint him when we reached Madison, and did not tell him that my money was not received. He did not abandon his intended visit to Elkhart, and he did not mention anything of the kind to Mr. Millett at Racine, in my presence, nor did he tell Mr. Millett that he wanted to stay in Chicago two or three days, to let Mr. Waller take his cross examination; nor did Millett reply he did not think he need put himself to any trouble about that, nor say that if Mr. Waller wanted to take his cross examination he could send up where he, Kinzie, lived and take it in my presence. But Mr. Millett did say in my presence, to Mr. Kinzie, that he must not go near Chicago. When James Kinzie told him, Mr. Millett, that he, Kinzie, was on his way to Elkhart, he, Kinzie, told Millett that if he said that he must not go to Chicago he would not go, and that is the reason that James Kinzie did not go to Indiana on that occasion.

440. Did Daniel Kinzie run away from Clyde?

Ans. He did.

441. Did he leave for any other offence than that of being in debt?

Ans. Not to my knowledge; I heard some enquiry made by persons in that neighborhood, if Daniel Kinzie had paid over what monies he had collected for a singing school teacher; I know from my own knowledge that he was on the committee for collecting such money, for I gave him a dollar myself, but do not know whether he paid over what money he collected, to the proper person.

442. Had you any other motive than to prejudice the case now here being defended on the part of Bennett, by introducing, as you did in your answer to the 439th interrogatory, the statement respecting Daniel Kinzie's absconding from Clyde, fancying remotely, at least, it might seem to reflect upon James Kinzie, and thus injure the cause of the defendant Bennett?

Ans. I have stated nothing but plain facts, as they occurred, and would not have stated them if it had not been to show that I had nothing to do with Daniel Kinzie's leaving Wisconsin, and the answer was drawn from me by the question.

443. Do you remember any occasion when you were at Madison, or Stoughton, that there was lecturing there upon abolitionism, or some other subject, a

person by the name of Anderson, represented to be a free negro, and while there delivering his lecture, did you not take his cane and carry it away with you to Clyde and exhibit it, stating in the presence of several persons that while a negro was lecturing you stole his cane; that you thought it worth about \$5; or did you do, or say anything, and what, to the above effect?

Ans. During one of my visits to Madison there was a negro, by the name of Anderson, attempted to lecture on abolitionism, or so I was told; I was not in the Hall where they said he attempted to deliver his lecture; I was also told by the landlord, or the person which I have always taken for the landlord of the City Hotel at Madison, that this negro, during the time of his lecture in the Hall, used language before ladies of a most degrading character, and for which and for being drunk, the negro was locked up. The day the landlord told this, was the day after the night of the lecture; during the day this negro Anderson came into the saloon of the City Hotel and some one standing there, or sitting, asked Anderson if he was going to lecture that evening; he was intoxicated at the time; he said he was if he had to use this, at the same time pulling a sword out of the cane. I took the cane, as he stood it by the counter while he was drinking, and handed it to the bar tender; the negro looked round for his cane for a short time and pulled out a pistol, and said, that if he had not his cane he had that to use, then some one stepped up to him and told him that if he did not leave the saloon they would take that away from him, meaning his pistol. Professor Anderson as he called himself then left the saloon, and when I left for Clyde, or about the time I was leaving, the bar tender and others said to me, Professor Anderson, don't go away until you get your cane, at the same time the bar tender handed me the cane and I took it to Clyde with me; but never told Kinzie or any one else to my knowledge, that the cane was worth five dollars, although I might have done so, for I remember telling Kinzie a long statement about the cane, which he enjoyed and rehearsed it to several of his democratic friends. I have been to Madison two or three times since that occurrence and have met some of those gentlemen, which were in the saloon at the time of the occurrence, and they have stopped me in the street, calling me Professor Anderson, and said they knew me by the cane, which I had then; I have taken the same cane with me two or three times to Madison.

444. Did you give the same history of the manner in which you possessed yourself of the cane to Kinzie and others at Clyde; and was that the history you say Kinzie so frequently rehearsed with so much satisfaction to his democratic friends at Clyde in your presence?

Ans. I told Kinzie what had been done to the negro at Stoughton and Milwaukee and Madison, what the landlord had told me; I told it in such a way that he would suppose that I was in the Hall at Madison at the lecture, and was

one of those which threw rotten eggs at Anderson and assisted in getting him to jail, and took his cane away from him at that time; he used to rehearse something similar to this.

445. Did not a statement shortly after appear in the Wisconsin Republican, or other newspaper, to the effect that while this negro preacher, or lecturer, was delivering his lecture, or at some other time while he was at Madison, some rascal stole his cane; and did not Kinzie read this statement in your presence, and that of others, and remark, "why Roe you did really steal the niggers's cane for here is a notice in the newspaper about it," or language to that effect?

Ans. I remember reading a piece myself in a democratic paper commenting on Professor Anderson's course of lectures, setting forth how he had conducted himself at different places at which he had attempted to lecture and how he had been dealt with by the authorities, and others, while lecturing and after his lectures; it also spoke of the cane; I showed this to Kinzie myself and I have heard him read it to different democrats in the town, and at the same time using the words, "the damn nigger ought to have been thrown into the lake at Madison." Kinzie has told the story about the cane when I have been with him at Franklin, Dodgeville and Mineral Point, when he has been introducing me as a true democrat to his democratic friends and men that hold the highest office in that county by the gift of the people.

446. Did you never reject this test of your democracy or decline the distinction of being so introduced by Mr. Kinzie as one who had accomplished such a worthy exploit as to steal a negro lecturer's cane, wherewith he intended to protect his rights and liberty of free speech.

Ans. I always corroborated Mr. Kinzie's statement about the cane, and have drunk on the story several different times, and at different places at the time he was telling the story, or right after; and Mr. Kinzie has said that that was a test of my democracy, and he was glad that he was going to leave such a good democrat in his place, on Otter Creek, to take care of the democratic party there. This, I think, he told to Judge Cúchrane.

447. Did the statement which you say was published in a democratic newspaper, respecting the loss of the cane, conform to the narrative of the circumstances which you had given of it to Kinzie and others, at Clyde.

Ans. I think not. I don't remember exactly how the publication read, but I do know it was intended for a burlesque on Professor Anderson's course of lectures, to show the downfall of the republicans, at different places where he attempted to lecture, and it was read as such by Kinzie to his democratic friends.

448. Was the discrepancy between your history, and the newspaper account of it, noticed or commented upon by Kinzie or others?

Ans. It was, by Kinzie; and I told him that it was after dark when it

occurred, and the reporter did not see all that occurred. Kinzie told me that they had enough in to show what damned blackguards the republicans and abolitionists were, in having a nigger to run round lecturing for them. Kinzie has been to Madison with me, when I carried the cane spoken of, since his reading the article in the paper.

449. Now, sir, did that article state any thing or circumstance respecting the loss of the cane, beyond the mere fact that somebody had stolen it?

Ans. I don't remember—it might and it might not.

450. Were you at Mineral Point with Kinzie, on the occasion when his cross-examination was taken by Mr. Waller?

Ans. Part of the time.

451. Did you, at any time while there, on that occasion, endeavor to get Kinzie, or propose or suggest to him to swear on his cross-examination, that he had never sold or conveyed any interest, or pretended interest in the property in controversy in this suit?

Ans. I asked him if he had not denied everything as far as he had went? This was at the time that he asked me for the agreement. He said he had, but Mr. Waller had only just touched on that subject; as to the agreement. I asked him if he could not face on that too? He said he could, but he wished that he had the agreement in his pocket; and said—but damn it, I will go up stairs, and face on it, or deny it. He then went to the bar, and we took a drink together; after which he went up stairs. That was all that was said between James Kinzie and myself, while at Mineral Point, on that subject of swearing false, or denying anything, excepting the night before, he told me positive that he would stick as close to his old deposition as he could, and deny everything.

452. How long had the examination been proceeding when you left?

Ans. If I remember right it commenced on Friday afternoon, and I left on Saturday morning after breakfast.

453. About what time on Saturday forenoon did you leave?

Ans. I don't know the time, but it was soon after breakfast. I did not look at any time piece when I left.

454. Was it before or after the commencement of the examination on Saturday morning?

Ans. After.

455. Did not Kinzie come out of the room during the progress of that examination that morning, and meet you in the room below, and there say to you, in substance, that Mr. Waller might examine him or ask him questions respecting his having sold or made conveyance of any interest in this property, and that if he did, he wished to be able to answer intelligently and correctly;

that he did not know what was contained in the writing he had given you; and did he not ask you to let him see it, assuring you that he would immediately return it to you. Did you not reply to him in substance that there was no danger of Waller's asking him any questions on that subject, as he could know nothing about it. Did not Kinzie reply in substance that he might, however, and that if he did, he wished to be prepared to answer him, and he was afraid he might not state it just as it was, unless he could see the writing again; and did you not tell him in substance that he need not say anything about it; just to consider that sale and writing as done away with; to consider the money as all paid on the land; and that you would consider the agreement about the claim as all null and void, and as if it had never been made; and just to swear that he had never made sale or agreed to sell any interest in the property. Did not Kinzie reply to that in substance; that will not do. I cannot swear to that since I have made a writing about it, and I want you to let me see the paper only for one minute, and I will give it back to you. You don't think, do you, that I want to keep it from you. Did you not reply, Oh! certainly you can see it; and did you not go and get your carpet bag or a portmanteau, open it, and affecting surprise at not being able to find it, did you not say, soliloquizing, substantially, why what have I done with that paper; could I have sent that with my other papers to my father, to put in the bank, and pausing, as if reflecting, add, that was damn careless, or foolish; I must have done so; but no matter, just go up and swear that you never made any such agreement; you have nothing to fear, God damn it; I tell you Waller can never know or find out anything about it?

Ans. Kinzie did come to me in the room down stairs, on the first floor of the hotel, and told me he had come out of the room where they were taking his deposition; but there was no such conversation, or to the effect, took place between Kinzie and me. When Kinzie asked me for the agreement, he said he wanted to keep it in his pocket until after they had got through taking his deposition; then he would give it back to me. I did get my carpet bag under the pretence of looking for it, and when I opened it and searched for it, I told him I remembered that I had put it in an envelope and sealed it up, and put it in a letter a few days before that, and sent it to my father.

456. Did you not immediately after this conversation with Kinzie leave in your buggy, which was then ready waiting for you?

Ans. In a short time after that, I paid my bill, and went to the stable and helped the ostler to hitch my horse to the buggy.

457. Was not your horse already harnessed, hitched and in readiness for your departure?

Ans. He was not, for I helped to hitch him to the wagon myself. He might have been harnessed, but I was there when he was brought out of the stable, to be hitched to the wagon.

458. Did you ever take from any post-office a letter or communication addressed to James Kinzie, which you unsealed or opened, and never delivered to him?

Ans. I did not.

460. On the occasion of either of your trips to Chicago, while you were engaged in this enterprise, did you procure or receive from any person, and take back with you to Clyde [and before the time that you made the purchase of Kinzie's farm] any blank form or forms of bonds, or instrument of agreement, to be employed, or to serve as a form and guide in the drafting of an agreement or the purchase of land, and from whom did you receive such forms?

Ans. I did not take any such forms or guides with me, but I did receive a form from Mr. Pinkerton, or from his office, but I did not use it, for I have long known the form of drawing an agreement on a purchase made between men.

461. When at Racine did you form the acquaintance of a man by the name of Troop, and when you were there, and on the occasion of your being there the last time, with Kinzie, on the 6th of June, between Racine and Utley's, did you say to Troop, in substance, that you were after an important matter; that you had been, for a long time, sleeping with James Kinzie, and that, if you succeeded in what you were after, you would make your fortune?

Ans. I was introduced to Mr. Troop by either James Kinzie or Mr. Millett; and there never was any such conversation took place between Mr. Troop and me, or any one else. I rode with Mr. Troop out to Utley's race course. Mr. Kinzie and Mr. Millett went in another buggy, to the same place. I went on Millett's invitation to the race course, to see his horse go, that he was then keeping at Mr. Utley's. On our return, I rode with Mr. Millett, in his buggy, and Kinzie rode with Troop, back to the Baker House, in Racine. Mr. Troop was a perfect stranger to me. I had never seen him before I was introduced to him, by Mr. Millett or Kinzie; I do not remember which.

462. Do you know Isaac N. Parker, of Racine?

Ans. I may know him, but don't remember the name, for Kinzie and Millett, both of them, introduced me to a great many men there.

463. On the 8th of June last, in front of or near by Deersly and Barker's saloon, in the city of Racine, did you tell Isaac N. Parker that you had been employed by a Mr. Waller, of Kentucky, to come to Wisconsin to help him, Waller, to perfect a title to a piece of land in Chicago, of very great value; that it was in litigation; that Waller was one of the parties in interest; that you had been sleeping with Kinzie for three months past, for that purpose; that if Waller succeeded in the suit, that you would make your pile out of it, or words to that effect?

Ans. I don't know any man by that name, to the best of my recollection, but I may know the person, if I should see him, as Kinzie has introduced me to so many different persons in Racine, but I am quite positive that no such conversation ever took place between me and any person.

464. Do you not know, and can you not answer with certainty, whether any conversation, in substance such as is involved in the last interrogatory, did or did not take place with Isaac N. Parker, or with any other person, at or near the point indicated?

Ans. I know positive that there was no such conversation, or anything, to that effect, ever took place between me and any other person.

465. Are you as certain of that as you are of any of the statements which you have made here, respecting your interviews, talks and transactions with James Kinzie?

Ans. I am as certain of that as I am of any other answer I have given—positive.

466. Did you hold the same or similar language, and make like statements to one Hiram George, on or near the corner of Main and Fourth streets, west of the post office, in Racine, and on or about the day last above indicated?

Ans. I don't know that I do know a man by that name, as I kept no minute of the names of different persons that Kinzie introduced me to, excepting persons whom Kinzie told me knew about the Chicago suit, but I do know certain that I never had any such like conversation with any persons.

467. Did you form the acquaintance, and have any conversation with any person or persons in Racine, to whom you were not introduced, by either Mr. Kinzie or Mr. Millett?

Ans. Yes, with the proprietor, or the person I took to be proprietor, of the Baker House, and his bar-tender, in the saloon, and I might have done so with two or three other gentlemen.

468. Were there not more than two or three?

Ans. There might have been.

469. What object had you in your answers relating to your acquaintance with these respective persons named in my former interrogatories, to so repeatedly relate that Kinzie and Millett introduced you, and was it with the purpose of implying by your testimony that your only acquaintance there was with those who were known to you to be Kinzie's or Millett's personal friends, and they were, in fact, your only mediums of acquaintance with such persons as you came to know there?

Ans. I had no object; and I am not acquainted with any one in Racine which I conversed with, as an acquaintance, on any subject, but those which

either Millett or Kinzie introduced me to, except the proprietor of the Baker House, and his saloon keeper. There are several gentlemen there that I have spoken to when passing them in the street, or meeting them at saloons, but I have no acquaintance with them.

470. Did you at any time while at Racine make efforts or enquiries having in view the impeachment of James Kinzie, and to this end did you not ask Parker and Hiram George both, if they could not help you to get witnesses to swear that Kinzie had made statements in reference to the title to land in controversy, where Waller was one of the parties, and which was claimed by a minor; and did you not tell them on the occasion, and at the place indicated, or did you not intimate to them that if they or either of them would give evidence to impeach the testimony of Kinzie, that you would pay them devilish well for it?

Ans. I did, while at Racine, make efforts in the way of listening to all that Kinzie and Millett had to say to one another upon the Chicago suit, between Bennett, Waller and others; but I made no efforts or enquiry in any other way, nor was there ever any such conversation, or anything to that effect, as is set forth in the question, between myself and any person.

471. Just before proceeding upon this expedition to Wisconsin, where were you engaged in your business as a detective agent? (Question objected to by complainant's solicitor.)

Ans. I leave all such like questions for Mr. Pinkerton to answer, for I do not consider it has anything whatever to do with this case.

472. As it may concern intimately your character and credit as a witness, you must permit me respectfully to persist in the enquiry of you, since Mr. Pinkerton is not now a witness on examination in this case?

Ans. I have answered, as far as I think it necessary, until my character is assailed.

473. Do you decline to answer the question?

Ans. I do at present.

474. Were you in the month of February last employed and stationed near the town of Bucyrus, in the State of Ohio, to detect persons who had been robbing the cars of the Pittsburg, Fort Wayne and Chicago railway company? (Question objected to by complainants.)

Ans. I answer this question in the same manner as I have cross interrogatory 471, and I wish it to be understood that, that is my general answer to all such like questions. My agreement with Mr. Pinkerton was, and is, that I should not make known any of his business outside of any call which I might be a witness in, and in no case whatever, excepting as a witness in the case; if I did I would forfeit my agreement with him, and my discharge would certainly follow; and I have never known this rule laid down by Mr. Pin-

kerton departed from; those are my only reasons for declining to answer such like questions.

575. When I stated to the Commissioner yesterday afternoon that the enquiries which I was about to make were intended and would be pursued in the full expectation of disclosing transactions of your's which would successfully impeach your character and credit as a witness, and related to your operations in the vicinity of Bucyrus in the state of Ohio, along the line of the Pittsburg, Fort Wayne and Chicago Railroad, you remarked you had brothers of the same name as your own; did you, by that remark, intend to convey the impression that I was mistaken in the identity of the person; that it was not yourself, but another person by the name of Webster and a brother of yours who was engaged in those transactions in the vicinity of Bucyrus?

Ans. That conversation was not in reply to any question put to me by the Commissioner; I then did and do still hold it side talk in the way of a jest with Mr. Stuart and Mr. Walker.

476. Did you mean to leave the impression that you were not the person?

Ans. I was not addressing myself to the Commissioner, nor did I suppose that he made any note of that conversation.

477. Do you decline a direct answer to that question?

Ans. I do not; I had no object in view whatever.

478. Were you in the State of Ohio any, and what, portion of the month of February? (Objected to by complainant's counsel.)

Ans. I decline answering for the reasons heretofore given.

479. Were you there under an assumed name? (Objected to as above.)

Ans. I decline answering for the reasons heretofore given.

480. Did you assume the name of Cook in the vicinity referred to? (Objected to as above.)

Ans. I decline answering for the same reasons.

[The complainants solicitor here enters his grounds for objection to the interrogatories from number 471 to 480 inclusive, viz: that they relate to matters entirely irrelevant and immaterial to the issues in this case.]

491. Were you there under the pretext of detecting and bringing to justice persons who had for a considerable time theretofore been plundering or robbing the cars of the Pittsburg, Fort Wayne and Chicago Railroad Company?

(Objected to by same.)

Ans. I decline answering for the same reason.

482. Did you become acquainted while there with certain persons named William Tate, one Jackson, Raymond, Arnold, and the father of Tate? (Objected to by same.)

Ans. I decline answering for the same reasons.

483. Did you know James E. Bissell, James Boley, Christian Stribble, Samuel Bridgeman, Benjamin Rausoin and Frank Benedict; were they associated with you as employees from Pinkerton's office, along the line of that road and in the vicinity before spoken of, under the same pretext of detecting persons who had been committing the offences before referred to against the property of said Company?

Ans. I decline answering for the same reason, and also for another reason, viz: that Mr. Pinkerton has lately told me that the persons which he was operating on, on the line of that Railroad were indicted and waiting trial.

484. Upon the morning of the 28th of February last, were not Arnold, Jackson, Raymond, William Tate, and his father, arrested on evidence furnished by you and those associated with you in this enterprise, charged with having stolen from the cars of the company certain decoy goods, which had been theretofore purchased, which had been shipped in the company's cars, and were not those goods upon search found in the house of Pate, Jackson and Raymond respectively? (Question objected to by same).

Ans. I decline answering for the same reason.

485. Did you not yourself steal those goods at night from the company's cars, take them to the house of Pate, and represent to the family that they were your goods, that you were about to open a store in Osceola; and did you not thereafter at Pate's house break open the boxes of goods and take therefrom pants, vests, and other goods, when William Pate was absent from home; and did you not take those goods in a bundle, and leave a part of them at Raymond's, where they were subsequently found. (Question objected to by same).

Ans. I decline answering for the same reason.

486. After the arrest of these parties, did you not write out a detailed account professing to be a history of the whole transactions which appeared in the Cincinnati and Pittsburg papers, or do you not know that such an article was prepared by, or under the direction of Mr. Pinkerton, and so published? (Question objected to by same).

Ans. I decline answering for the same reason.

487. In the month of May last, did not the trial of William Pate come on in Crawford county, state of Ohio, and did not the defence rest upon the sole fact established and supported by ten witnesses, that you yourself stole the decoy goods, deposited them as aforesaid, and then falsely charged the crime upon him; and was he not on the trial promptly and instantly acquitted by the jury? (Question objected to by same.)

Ans. I decline answering for the same reason.

488. Did you not immediately after the arrest of the victims of this con-

spiry leave that vicinity, and did you not refuse and fail to appear as a witness on the trial of the cause.

Ans. I decline answering for the same reason.

489. Were not the other persons charged by you and detected as the thieves and receivers of the property so stolen, also tried and upon like plea supported by like proof, in the same manner promptly acquitted. (Question objected to by same.)

Ans. I decline answering for the same reasons.

*Re-Examined.*

1. Interrogatory. State whether the description of the land sold by Kinzie to you as given in the first bond, was or not the same as that in the second bond, and whether or not the descriptions of said land in said bonds were correct?

Ans. There were mistakes made in both the first and second bonds, which was one of the causes of having the third bond made out. I think there was a slight difference in the bonds respecting the locations of the lands.

2. Was the third bond dated on the day it was written?

Ans. It was dated back to the date of the first bond, I think. It may have been dated from the second bond—but one or the other, I am sure, for it was dated so by Kinzie's request. The third bond was recorded on the day which it was written on.

3. Do you mean that it was recorded, or handed in for record on that day?

Ans. I gave it to Mr. Lane, I think his name is, immediately after Mr. Frost had written it—Frost, I think, was the gentleman's name—and Mr. Lane told me he would attend to it immediately. The person whom I took to be the gentleman who recorded such papers, I found him in the office where Mr. Frost directed me to go.

4. Since you have had time to reflect as to whether you may not recollect who Isaac N. Parker is, will you please state what your best recollection now is?

Ans. Since reflecting, I think that was the person I bought a horse of; and if he be the same person, James Kinzie took me a one side at the time I was about buying the horse, and told me to look out for him, for he was a damned rascal, and his bill of sale for a horse, or anything else, would be of no good, for he knew him well. And when I did buy the horse I told him that he would have to get some one that was responsible to sign the bill of sale, besides himself. He said he would do so, and he did do so. The gentleman that did sign the bill of sale, I don't remember his name, but Kinzie told me that he was good, and a partner in the saloon where Millett, him and me used to visit, op-

posite Millett's office; and I have seen him in the same saloon. I remember the name now—it is Deersly.

TIMOTHY WEBSTER.

EXHIBIT—"W. H. W."

CLYDE P. O., IOWA COUNTY, WIS., }  
15TH MAY, 1857. }

MR. WALLER, Esq.,

*Dear Sir:*—Yours of April 10th came to hand by last week's mail. When I wrote to you last, I then expected to be at your place before this time, as I wanted to see Mr. Clybourn of your place; but the health of my family has prevented me. Mrs. Kinzie's condition was such, that I could not consistently leave home, as she is yet in poor health, confined to the house. I am unable to say when I can be in Chicago.

There is no obstacle in the way more than I have mentioned, and I expect to be in Chicago, as soon as I can make it convenient.

Respectfully yours,

JAMES KINZIE.

H. WALLER, Esq., *City of Chicago, Ill.*

6. Deposition of WILLIAM H. WARDER.

1 Interrogatory. Will you examine the letter dated 13th May, 1857, signed by H. Waller, and directed to James Kinzie, marked exhibit "C" as part of H. Waller's affidavit, now shown you, and state whether or not you ever had it in possession, and under what circumstances? (Question objected to by defendant Bennett's solicitor.)

Ans. The letter was handed to me by Mr. Waller to be delivered to Mr. Kinzie. I have had it in my possession, and the circumstances are, that it was handed to me by Mr. Waller to deliver to Mr. Kinzie.

2. Were there or not duplicates of this letter handed to you by Mr. Waller, and what did you do with them? (Question objected by same.)

Ans. There were duplicates of the letter, and they were handed to me by Mr. Waller. I handed one of them to Mr. Kinzie, and retained the other.

3. What did you do with the one you retained? (Question objected to by same.)

Ans. I mailed it to Mr. Waller from Madison, Wisconsin.

4. Where was James Kinzie when you delivered the letter to him? (Question objected to by same.)

Ans. At his residence, in Wisconsin.

5. Did you or not request of him, on behalf of Mr. Waller, that he should go to Chicago for the purpose of completing his cross examination in this case, and fix a day when he would be there? (Question objected to by same.)

Ans. I did.

6. Did he agree or refuse to go to Chicago for that purpose, and what did he say as to his going to Chicago? (Question objected to by same.)

Ans. He refused to go to Chicago. He said in reference to coming to Chicago, that he had business there, but that he would not come until this matter was disposed of, as long as this deposition was hanging over him.

In my answer to the foregoing interrogatories, I give the substance of Mr. Kinzie's language; not the exact words.

*Cross-Examined.*

1 Cross Interrogatory. At the time you delivered the letter spoken by of you, in your direct examination, did not Mr. Kinzie hand to you a letter, which was then written and sealed and directed to Mr. Henry Waller, and request you to hand it to him?

Ans. He did sir.

2. Did he not say that his answer to Mr. Waller's request to come to Chicago to complete his cross examination in this case, was contained in that letter; and did he not refer yourself and Mr. Waller to that letter for his answer?

Ans. He remarked when he handed me the letter that it was in reference to this cross examination, but did not refer me to it, as his answer to the letter of Mr. Waller, which I handed him; nor in any way communicate its contents to me.

3. Did you not urge Mr. Kinzie to come to Chicago for that purpose?

Ans. I did.

4. Did you not tell Mr. Kinzie that the complainants ought to have given him the price which he asked them, to assist them to perfect their title to the land in question, and that they were now sorry that they did not do so; that money, or twenty or thirty thousand dollars, was no object to them, and that they would pay him amply for his time and expenses in coming to Chicago to be further cross examined, or words to that effect?

Ans. I did not tell Mr. Kinzie that they ought to have paid him for his assistance in perfecting their title. I did not tell Mr. Kinzie that they were sorry that they had not paid him for his assistance. I did not tell him that money, or twenty or thirty thousand dollars was no object to them. I told him they would pay his expenses for coming to Chicago; that was all I told him.

5. Did not Mr. Kinzie say, that they, meaning the complainants, had already asked him some 250 questions, and he did not see what more they wanted of him?

Ans. I remember his remarking to me during the conversation, that they had asked him questions—the number he mentioned I don't recollect, and that he thought they ought to be satisfied.

6. Did not you state to him, that the complainants thought his testimony already given was more against them than for them, and that unless they could change it by further cross examination, their only hope was, to have it suppressed, or words to that effect?

Ans. I don't remember the precise language used to Mr. Kinzie, but I stated it to him something to this effect, that I supposed the deposition as it then stood was against them, and it was only fair that they should have an opportunity of completing it. I did not tell Mr. Kinzie that unless they could change it by further cross examination, their only hope was to have it suppressed, or words to that effect.

7. Do you know Mr. Gaylor of Avoca?

Ans. I know a man at Avoca, who represented himself as Mr. Gaylor, who I employed to draw me to Mr. Kinzie's house in a wagon.

8. Did you not tell Mr. Gaylor on that occasion that Mr. Kinzie had promised to come to Chicago to be further cross examined in this case, but that you did not think he would come, or was afraid he would not come?

Ans. I don't remember having had such a conversation with Mr. Gaylor. I may have told Mr. Gaylor that I wanted Mr. Kinzie to go to Chicago, but did not describe this case to him. I did not express a fear that Mr. Kinzie would not come, because Mr. Kinzie himself told me he would not, and any conversation with Gaylor in reference to it was held after Mr. Kinzie refused to come.

9. Did not Mr. Kinzie say if they wanted to take his further cross examination they could do so at any time by commission.

Ans. He did say something to that effect, and I asked him to open the letter to Mr. Waller, and state to him the fact; he refused to do it.

10. Do you know the contents of that letter?

Ans. I do not

*Re-Examined.*

1. Interrogatory. Will you examine the envelope containing a letter now handed you, marked exhibit "W. H. W.," and say, whether or not, that is the envelope which Kinzie handed you, representing it contained a letter from him to me, and will you make it part of your answer?

Ans. There is no mark upon it by which I can state positively that it is the envelope. I mailed his letter to Mr. Waller at Madison. This is mailed at Madison, and I believe it to be the same envelope; the handwriting and the Post mark are the same, and I make it part of my answer.

2. Will you take out of that envelope the letter therein contained, and make it part of your answer? (Question objected to by Bennett's Solicitors.)

Ans. I will, and now offer it as such.

WILLIAM H. WARDER.

*Filed*

*January 9. 1858.*

7 Deposition of CHARLES COOKSON.

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

Ans. My name is Charles Cookson; I am forty-nine years of age; I am a copyist or clerk in the office of the Recorder of Deeds of Cook county; I have been engaged in the office three years.

2. State whether or not you have made any examination of the records in your office for deeds, or other instruments, between James Kinzie and Alexis Beaubien, or Alexander Beaubien; or Alexis Beaubien, or Alexander Beaubien and James Kinzie, relating to the west half of the north-east quarter of section twenty, town thirty-nine, range fourteen, in Cook county, or any part thereof, if yea, state the result of your examination? (Objected to by counsel for Bennett.)

Ans. I have examined the index from number 1 to the present time and find the following deeds set forth in the paper marked "Exhibit D," to be annexed to this, my deposition, and I find no others between those parties; they are the same deeds referred to in the abstract marked Exhibit "A" and therein designated by numbers thirty-one and thirty-two.

3. State whether the abstracts marked exhibits "B" and "C" are or are not the abstracts of the rest of the aforesaid property not mentioned in exhibit "A"? (Objected to by same.)

Ans. I don't know anything about it, they appear to be and I believe they are.

4. Do they contain conveyances of any kind between the said Beaubiens and the said James Kinzie? (Objected to by same.)

Ans. No they do not; I have examined them with that view.

*Cross-Examined.*

Interrogatory 1. Did you make the abstracts or either of them attached to your deposition and marked respectively "A, B and C," and do you know whether either of them is correct?

Ans. I did not make either of those abstracts, and I do not know whether they are correct or not.

CHARLES COOKSON.

*Filed*

*January 9, 1858*

8 Deposition of HORACE G. CHASE.

Interrogatory 1. Will you state your name, age and occupation, and where you reside? (Solicitor for defendant Bennett objects to the examination of the witness.)

Ans. My name is Horace G. Chase; I am thirty years of age; I am a conveyancer and an examiner of titles; I reside at Chicago.

2. Will you please examine the paper now shown you marked exhibit "A" and state what the same purports to be, and by whom it was made out?

(Objected to by same.)

Ans. This purports to be an abstract of title to blocks one and two in the south half of the south-west quarter of the north-east quarter of section twenty, town thirty-nine, north range fourteen east; it was made by me on the 13th of December, 1853

3. State how it was made out by you. (Objected to by same.)

Ans. I made it from the records of Cook county; I would say from an examination of the judgments in the several courts of said county, and an examination of the tax sales of land sold in said county.

4. Does or does not the said exhibit contain a full and accurate abstract of all conveyances of said property on record in the Recorder's Office of Cook county; and did you or not make a thorough examination of said records?

(Objected to by same.)

Ans. I believe that it does contain a full and accurate abstract of all conveyances of record of said property in the Recorder's Office of Cook county,

Illinois, prior to December 13th, 1853. I did make a thorough examination of said records.

*Cross-Examination.*

1 Cross Interrogatory. Did you personally examine the records spoken of by you, and the deeds or conveyances referred to in said exhibit?

Ans. Well, the examination, if I recollect right about the abstract, was made in part by my brother, S. B. Chase, and in part by myself. I am not positive, however, with regard to that. I have examined since, in order to refresh my memory, and find that I did make a personal examination of said records, in making said abstract.

HORACE G. CHASE.

*Filed*

*January 9. 1858*

9 Deposition of J. F. WAIT.

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

Ans. My name is John Frederick Wait. I am 53 years of age. I reside in Chicago. I am the deputy clerk of the Circuit court of Cook county, in charge of the record of deeds.

2. Have you or not examined the records of Cook county, with a view of tracing the title to the west half of the north east quarter of section twenty, township thirty-nine, north range, fourteen east and have you or not compared the abstract of title to said property, as shown in Exhibits A, B and C, now before you, with the records? If so, state whether or not the said Exhibits present a full and correct abstract of the title to said property, as contained in the said records. (Question objected to by Bennett's solicitors.)

Ans. I have examined them, and I do not find any other conveyance, except what is shown in these Exhibits.

*Cross-Examination* waived.

J. F. WAIT.

## EXHIBITS.

[The abstracts of title referred to, and made exhibits, in the foregoing depositions of Cookson, Chase and Wait, are filed in the papers of the suit, but the printing of them is dispensed with.

There is no deed on record, as shown by said abstracts, from William Bennett, to James Kinzie.

They shew a deed from James Kinzie and wife, to Edward Cole, in consideration of \$150, dated 10th Dec., 1835, for the N.  $\frac{1}{2}$  of S.  $\frac{1}{2}$  of W.  $\frac{1}{2}$  of N. E.  $\frac{1}{4}$  of Sec. 20, T. 39, R. 14;

Also, a deed from Edward Cole and wife, to Archibald Clybourn, consideration \$1200, dated 10th May, 1836, for the same property;

Also, a deed from Archibald Clybourn and wife, James Kinzie, consideration \$1200, dated 18th May, 1837, for the same property.

The first deed on record, as shown by said abstracts, between James Kinzie and Alexander Beaubien, is a deed from James Kinzie and wife to Alexander Beaubien, dated 22d April, 1836; and is for the equal, undivided third part of the south half of the south half of the west half of the N. E.  $\frac{1}{4}$  of Sec. 20, T. 39, R. 14.

The second deed between said Kinzie and Beaubien, is a deed from Alexander Beaubien to James Kinzie, dated 23d April, 1836, and is for an undivided half of the same parcel of land conveyed on the day before by said Kinzie to said Beaubien. These are the only deeds on record, as shown by said abstracts, between said Kinzie and said Beaubien. The abstracts show no deed between said Kinzie and Alexis Beaubien.

The abstracts shew a deed from James Kinzie and wife to L. B. Harkness, dated April 22d, 1836, for an equal, undivided third part of the S.  $\frac{1}{2}$  of the S.  $\frac{1}{2}$  of the W.  $\frac{1}{2}$  of the N. E.  $\frac{1}{4}$  of Sec. 20, T. 39, R. 14; also, a mortgage on the same property from said Harkness to said Kinzie and Archibald Clybourn, of the same date, which was released on 20th April 1853; also, a mortgage on same property from said Harkness to said Kinzie, dated June 22d, 1836, which was released on 14th April, 1837.

They shew also, that a subdivision into lots, was made and recorded of the S.  $\frac{1}{2}$  of W.  $\frac{1}{2}$  of said section 20, on 16th September, 1836, by Kinzie, Harkness, Clybourn and Beaubien.

Said abstracts shew a quit claim deed for the N. E.  $\frac{1}{4}$  of said section 20, from James Kinzie to William See, on 29th January, 1838, for \$10,000; and a reconveyance, by quit claim, of said land from William See and wife to James Kinzie, on 21 September, 1844, for \$100.

They shew further a deed of quit claim from James Kinzie to Nelson Millett, dated December 29th, 1853, consideration \$100, for  $3\frac{3}{4}$  acres, undivided, in S.  $\frac{1}{2}$  of S.  $\frac{1}{2}$  of W.  $\frac{1}{2}$  of N. E.  $\frac{1}{4}$  of said sec. 20.]

[Depositions taken by defendant Bennett, on 21st Sept., 1857, and filed on 20th January, 1858.]

10 Deposition of ISAAC N. PARKER.

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

Answer. My name is Isaac N. Parker; age forty-three years; occupation a house builder; place of residence, city of Racine, Wisconsin.

2. Are you acquainted with the parties to this suit, or with either, and which of them?

Ans. Am acquainted with neither.

3. Are you acquainted with a man who was at Racine in the month of June last, and who represented his name to be Peter G. Roe, if yea, where, how, and when did you become acquainted with him?

Ans. I am, he was here at Racine in the month of May last, at which time I became acquainted with him.

4. Did you see and converse with the said Peter G. Roe, alias Timothy Webster, more than once, if yea, how often, when and where?

Ans. I saw and conversed with him at several different times at Racine, in the month of May and June last.

5. Did he state to you in June last at Racine, what was then, and what had then recently been his business, if yea, what was the same; for what purpose was he employed in such business; and when he had been so employed, and by whom?

Ans. He did. He stated in substance, the precise language I do not remember; that he was then and had been for a considerable time staying with Mr. Kinzie, with a view of destroying his, Kinzie's, testimony which was giv-

er in a case then pending in Chicago; that he was employed to do so by a Mr. Waller, of Kentucky, but did not state at what time he had been so employed, but had been so employed for some time past.

6. On the 8th of June last, in front of, or near Deersleys & Parker's saloon in the city of Racine, did not the person so representing himself to be Peter G. Roe, state to you that he had been employed by a Mr. Waller, of Kentucky, to come to Wisconsin to help him, Waller, perfect a title to a piece of land in Chicago of very great value—that it was in litigation; that Waller was one of the parties in interest; that he had been sleeping with Kinzie for the past three months for that purpose; that if Waller recovered in the suit he would make his pile out of it? If he did not make these precise statements; did he not make these statements, or some one, or more of them, in substance; or use words of similar import. Will you state fully and particularly what he did say in said conversation, or conversations, in reference to the matters enquired of in this interrogatory? (Objected to by complainants' counsel, on the ground that it is leading).

Ans. It was on or about the 8th of June last, that the person representing himself as Peter G. Roe, in front of and near Deersley & Parker's saloon in Racine, stated to me that he was employed by one Waller, of Kentucky, to do certain things with James Kinzie, and that he had been sleeping with him, Kinzie, for some time past; that his purpose was to destroy the testimony of Kinzie that was given in a land suit pending in Chicago, in which Mr. Waller, of Kentucky, was a party in interest—said he thought he had been successful, and if so, he was going to make his pile out of it; or words to that import.

7. Did the said Timothy Webster, alias Peter G. Roe purchase a horse of you while at Racine?

Ans. He did not.

8. Do you know of any other matter or thing which will be of benefit, or advantage to the defendant Bennett, in this case, if you, declare the same fully.

Ans. I don't think of anything else that would be likely to be of benefit to either party, or defendant Bennett.

1 Cross interrogatory. Have you any regular business in which you are now engaged, and by which you earn your living, if so, state what it is, and how long you have been engaged in that business?

Ans. Yes I have; my business is selling patent rights, and has been since last February.

2. Have you any office or shop, or place of business in Racine, or elsewhere. If so, do you own it or rent it?

Ans. I have none in Racine, or elsewhere.

3. If you say you have such place of business, state particularly its location, and of whom you bought or rented it, and when?

Ans. I have none.

4. If you have such place of business, how long have you had it and occupied it for business?

Ans. I have none.

5. If you have such place of business, do you attend to it and work in it yourself; and do you employ others to carry on the business for you, or to assist you. If so, how many, and who are they?

Ans. I have no place of business.

6. If you have not such place of business, state the time when you had one, and whether you are now in the employ of any one; and if so, in whose employment, and in what business?

Ans. I had a place of business up to October last (and previous thereto), at which time I sold out. I am now in the employ of John Kearny. I have just engaged with him as book-keeper.

7. Are you a married man, and have you children?

Ans. I am, and have children.

8. Do you keep house; if so, in whose house do you reside, and how long have you resided in it?

Ans. I do keep house, and think the house belongs to Mr. Amaziah Palmer, and have resided in it between two and three months.

9. In whose house did you live immediately before moving into your present residence; and how long did you reside in that?

Ans. The last house I lived in previous to my present residence, belonged to one Mrs. French. I remained there, I think, about one year.

10. Have you paid any rent to your present landlord, or to your last landlord; if so, when did you pay it, and how much to each; and was all paid that was due?

Ans. I have paid rent to my present landlord, and to my last landlord. I can't remember the several times of payment, but paid all that was due to my last landlord; and to my present landlord paid in July last twelve dollars, which was all that was due at that time.

11. Have you not left one or more houses, occupied by you, without paying all the rent due; and how many have you so left?

Ans. I think I did one, and one only.

12. Have you not been forced to leave one or more houses occupied by you or your family, because you did not pay your rent; and if so, state how many?

Ans. No.

13. How do you support your family?

Ans. By industry and economy.

14. If you say by work or trade, say what kind of work, and what kind of trade, and where and with whom?

Ans. I don't know how to answer this question.

15. Are you not in the habit of gambling?

Ans. No.

16. Do you not occasionally gamble?

Ans. I do occasionally play a game of euchre or old-sledge, in which cigars or drinks depend.

17. Do you not play cards for money?

Ans. I do not, and have not lately, but some time since I did play a few games of ten cents anti.

18. Is this not one mode in which you make money?

Ans. No.

19. Are you not in the habit of frequenting places where gambling is carried on?

Ans. No.

20. Are you not in the habit of visiting drinking saloons, or bar rooms or shops where liquor is sold and drunk?

Ans. No, I do not habitually but occasionally.

21. Where, and in what occupation do you spend the greater part of your time when awake?

Ans. I am spending my time in Racine, but cannot state at what occupation I spend the greater part of my time when awake, as I am some of the time at home, going to and from home, in the street and at 110 Main street, keeping books, in the capacity of book-keeper, and recently in attendance on the Commissioner giving in my testimony in this case.

22. Do you not associate with men who drink and gamble?

Ans. No, not to my knowledge.

23. Do you not associate with men who are in the habit of frequenting houses of ill fame?

Ans. No, not to my knowledge.

24. Do you not yourself go to such a house or houses, that is of prostitution or ill-fame, or have you not gone to such a house within the last twelve months, and if so how often.

Ans. No, I do not visit such houses, but think I have on two occasions only called at houses of questionable virtue within the past twelve months.

25. Have you not kept a mistress whilst you had, or claimed, another woman for a wife?

Ans. No.

26. Who first spoke to you to become a witness in this case; and who else has spoken to you about your testifying, and about what Roe said to you; give the names of all?

Ans. I do not now remember whether it was Nelson Millett, or James Kinzie, one of them; no others have spoken to me about it.

27. How did it happen to become known that you could testify as you have done?

Ans. I told Nelson Millett, or James Kinzie, in a casual conversation, happening with one of them, what Roe had stated to me.

28. To whom did you first tell what you had heard Roe say; and name all the others whom you told about it?

Ans. To Mr. Millett or Kinzie; can't be positive which; may have stated it to or before others, but do not know who.

29. Do you know Nelson Millett and James Kinzie; and have you spoken to them, or either of them, on this subject, if so, whom?

Ans. I know them; have spoken with both of them on this subject in the month of June last.

30. When did you first meet with the man calling himself Peter G. Roe; who introduced you?

Ans. In the month of May last; but do not remember who introduced us.

31. Did not Nelson Millett or James Kinzie introduce you?

Ans. I do not remember.

32. How often and how long were you in Roe's company?

Ans. Quite often while he was here; can't state how long at each time.

33. How did the conversation or conversations, if you state more than one, to which you have testified in your direct examination originate; who introduced the subject?

Ans. It originated as near as I can remember in a casual interview with Roe on the street, and Mr. Roe introduced the subject.

34. Who was present when the said conversation or conversations occurred?

Ans. Don't remember; think Hiram George was present.

35. Had you ever heard of this suit, or of the land in controversy, or of the parties to it before such conversation, if so, when and from whom?

Ans. Never heard anything about it up to that time.

36. Name all the persons whom you have talked to about it since, that is, about the suit, the land, or the parties, or either of the parties; state fully, what

has been said to you, since you saw Roe, by James Kinzie, Nelson Millett, his partner Paine, and Joseph C. Botsford ?

Ans. Don't know that I have talked with any one, or any one to me about it.

37. Did you sell, or attempt to sell a horse to the said Peter G. Roe ?

Ans. No.

38. Do you know the horse that Roe bought whilst at Racine in June last?

Ans. I remember seeing the horse about the time he purchased it.

39. Had you any claim to said horse ?

Ans. No.

40. In whose name was the horse sold ?

Ans. I do not know.

41. Who signed the bill of sale ?

Ans. I do not know.

42. Had you ever owned the said horse ?

Ans. No.

43. Are you two, to whom these questions are propounded, associates?

Ans. Not that I know of particularly, more than we converse together as other men.

44. Some years ago were not you, Isaac N. Parker, a successor of Floyd P. Baker as insurance agent; and did you not become a defaulter?

Ans. No, I was not his successor except that I became agent for some of the bogus fire insurance companies, that he had been previously agent for; think I didn't get more than my share all things considered; but there might have been a small balance against me in one or two of the companies if we had settled.

45. Have you closed your accounts as such agent and paid out all monies due by you to those entitled to it?

Ans. I have not closed my accounts and settled with all the companies but think they have got about all they ought to have anyway on an equitable arrangement, inasmuch as some of my sub-agents have not yet accounted to me.

I. N. PARKER.

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#### 11 Deposition of HIRAM GEORGE.

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

Ans. Hiram George is my name; my age thirty-six years; occupation harness maker by trade; place of residence, Racine, Wisconsin.

2. Are you acquainted with the parties to this suit, or with either, and which of them?

Ans. I don't know that I am.

3. Are you acquainted with a man who was at Racine in the month of June last, and who represented his name to be Peter G. Roe? If yea, when, how and where did you become acquainted with him?

Ans. I become somewhat acquainted with him, I think, in June last, at Racine, Wisconsin, by way of casual meeting, and conversation.

4. Did you see and converse with the said Peter G. Roe, alias Timothy Webster, more than once? If yea, how often, when and where?

Ans. I met him several times, and conversed with him; can't say how many. It was at Deersley & Perkin's, at Racine, in June last.

5. Did he state to you in June last, at Racine, what was then, and what had then recently been his business? If yea, what was the same, for what purpose was he employed in such business, and when he had been so employed, and by whom?

Ans. He did not state to me particularly, but in June last, I think, he, (Roe), stated to Isaac N. Parker, in my presence, as we then were in front of Deersley & Parker's saloon, in the city of Racine, that he was employed by some man in Kentucky, whose name I don't remember, to come to Racine, and figure a matter of testimony for a suit pending in Chicago; and if he succeeded in destroying certain testimony, he would make a pile out of it. Don't know that he stated at what time he was so employed?

6. On the 8th of June last, in front of or near Deersley & Parker's saloon, the city of Racine, did not the said person, so representing himself to be Peter G. Roe, state to you that he had been employed by a Mr. Waller, of Kentucky, to come to Wisconsin, to help him (Waller), perfect a title to a piece of land, in Chicago, of very great value; that it was in litigation; that Waller was one of the parties in interest; that he had been sleeping with Kinzie for the past three months, for that purpose; that if Waller succeeded in the suit, he would make his pile out of it? If he did not make these precise statements, did he not use words to that effect? Did he not make these statements, or some of them, or more of them, in substance, or use words of similar import? Will you state fully and particularly what he did say in such conversation or conversations, in reference to the matters inquired of in this interrogatory? (Objected to by complainants' counsel on the ground that it is leading.)

Ans. On or about the eighth day of June last, in a conversation between

this Mr. Roe, Isaac Parker and myself, in front of Deersley & Parker's saloon, Mr. Roe said something to that effect. I cannot remember all that was said, but remember his saying something about his sleeping with Kinzie.

7. Did the said Timothy Webster, alias Peter G. Roe, purchase a horse of you while at Racine?

Ans. He did not.

8. Do you know any other matter or thing which will be of benefit or advantage to the defendant Bennett, in this cause? If yea, declare the same fully.

Ans. I don't know that I do.

*Cross-Examined.*

1 Cross Interrogatory. Have you any regular business in which you are now engaged, and by which you earn your living? If so, state what it is and how long you have been engaged in that business?

Answer. I am not engaged in any regular business at this time.

2. Have you any office or shop, or place of business in Racine, or elsewhere? If so, do you own it, or rent it?

Ans. I have no place of business.

3. If you say you have such place of business, state particularly its location, and of whom you bought it, or rented it, and when?

Ans. I have none.

4. If you have such place of business, how long have you had it and occupied it for business?

Ans. I have none.

5. If you have such place of business, do you attend to it and work at it yourself; and do you employ others to carry on the business for you, or to assist you; if so, how many and who are they?

Ans. I have none.

6. If you have not such place of business, state the time when you had one, and whether you are in the employ of any one; and if so, in whose employ and in what business?

Ans. Had a place of business in 1852; am not in the employ of any one.

7. Are you a married man?

Ans. I am.

8. Do you keep house; if so, in whose house do you reside, and how long have you resided it?

Ans. I do keep house, reside in Mrs. Jones' house, and have resided there for nearly three years.

9. In whose house did you live immediately before moving into your present residence, and how long did you remain in that?

Ans. I don't know who owned the house; think I lived in it some six or eight months.

10. Have you paid any rent to your present landlord, or to your last landlord; if so, when did you pay it, and how much to each, and was all paid that was due?

Ans. Have paid rent to my old landlord's agent, and all that was due; have paid to my present landlady all that was due up to last week. I paid to the first about three years ago, and to my present landlady from time to time during my stay there; in all about two hundred and forty dollars, I should think.

11. Have you not left one or more houses, occupied by you, without paying all the rent due, and how many have you so left?

Ans. I left one only, and paid the rent afterwards, after I left it.

12. Have you not been forced to leave one or more houses occupied by you or your family, because you did not pay your rent; if so, state how many?

Ans. I never have.

13. How do you support your family?

Ans. By industry, energy and strict economy.

14. If you say you work or trade, say what kind of work, and what kind of trade, and when and with whom?

Ans. Have no regular business just now.

15. Are you not in the habit of gambling?

Ans. I have done such things.

16. Do you not occasionally gamble?

Ans. I have occasionally gambled.

17. Do you not play cards for money?

Ans. I have done such things.

18. Is this not one mode in which you make money?

Ans. Sometimes I have made a little, and sometimes I have lost a little.

19. Are you not in the habit of frequenting places where gambling is carried on?

Ans. Yes, occasionally.

20. Are you not in the habit of frequenting drinking saloons or bar-rooms, or shops where liquor is sold and drunk?

Ans. I do occasionally visit such places.

21. Where and in what occupation do you spend the greater part of your time when awake?

Ans. I cannot tell.

22. Do you not associate with men who drink and gamble?

Ans. I frequently meet such men and treat them civilly.

23. Do you not associate with men who are in the habit of frequenting houses of ill fame ?

Ans. Not that I am aware of.

24. Do you not yourself go to such a house or houses, that is of prostitution or ill fame; or have you not gone to such a house within the last twelve months, and if so how often ?

Ans. Very seldom that I go to a house having that reputation; may have been in such a house once or twice within the last twelve months, but not more.

25. Have you not kept a mistress whilst you had or claimed another woman for a wife ?

Ans. No.

26. Who first spoke to you to become a witness in this case, and who else has spoken to you about your testifying, and about what Roe said to you, give the names of all.

Ans. No one spoke to me to become a witness in the case until I was requested to go in before the commissioner on the day I commenced giving my testimony—I thing it was Mr. Millett that told me then that the commissioner was ready to take my testimony, and requested me to go up.

27. How did it happen to become known that you could testify as you have done ?

Ans. I do not know.

28. To whom did you first tell what you had heard Roe say, and name all the others whom you told about it.

Ans. No one until I gave in the testimony to the commissioner.

29. Do you know Nelson Millett and James Kinzie, and have you spoken to them or either of them on this subject, if so, when ?

Ans. I know both of them, have not spoken to either of them on this subject.

30. When did you first meet with the man calling himself Peter Roe, and who introduced you ?

Ans. It was in June last; don't think I was formally introduced.

31. Did not James Kinzie or Nelson Millett introduce you ?

Ans. No.

32. How often and how long were you in Roe's company ?

Ans. I don't know, I met him frequently whilst he was here—can't tell how long I was in his company.

33. How did the conversation or conversations, (if you had more than

one), to which you have testified in your direct examination originate? Who introduced the subject?

Ans. The conversation to which I have testified was not directed particularly to me, and I cannot state how it originated, or who introduced it.

34. Who was present when the said conversation or conversations occurred?

Ans. Isaac N. Parker, Peter G. Roe and myself, no one else that I remember.

35. Had you ever heard of this suit, or of the land in controversy, or of the parties to it before such conversation, if, so, when and from whom?

Ans. I had not.

36. Name all the persons whom you have talked to about it since; that is this suit, the land, or the parties? State fully what has been said to you since you saw Roe, by James Kinzie, Nelson Millett, his partner Paine and Joseph C. Botsford?

Ans. Have talked with no one about it—nothing has been said to me by any one about it.

37. Did you sell or attempt to sell a horse to the said Peter G. Roe?

Ans. No.

38. Do you know the horse that Roe bought whilst at Racine in June last.

Ans. I do not.

39. Had you any claim to said horse?

Ans. I had not.

40. In whose name was the horse sold?

Ans. I do not know.

41. Who signed the bill of sale?

Ans. I do not know.

42. Had you ever owned the said horse?

Ans. I have not.

43. Are you two to whom these questions are propounded, associates?

Ans. I frequently meet with Mr. Parker and converse with him as with other men of my acquaintance—nothing farther.

HIRAM GEORGE.



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

Pleas before the Honorable  
John M. Wilson Judge of the Cook County  
Court of Common Pleas within and for  
the County and State aforesaid, at a  
Special term of said Cook County Court  
of Common Pleas, began and held at  
the Court house in the City of Chicago  
on the Second Tuesday, being the Eighth  
day of June in the year of our Lord  
One thousand eight hundred and fifty  
Eight, due notice of the time and place  
of holding said term of Court having  
been printed and published in the  
"Daily Democrat" the Corporation  
Newspaper of the City of Chicago, said  
Notice having been printed & published  
Twenty days previous to the holding of  
said Court, in accordance with the  
Statute in such case made & provided.

and in pursuance of an order made by the Judge of said Court on the twenty sixth day of April A. D. Eighteen hundred and fifty eight.

Present The Honorable John W. Wilson <sup>Judge</sup>  
Carlos Staven Prosecuting Attorney  
John S. Wilson. Sheriff of Cook County

Attest  
Walter Kimball. Clerk.

Be it remembered that on the twenty eighth day of March in the year of our Lord one thousand eight hundred and fifty <sup>six</sup> ~~eight~~ there was filed in the office of the Clerk of the Cook County Court of Common Pleas, a Record of certain proceedings in the Circuit Court of Cook County in a certain suit wherein Henry Waller and others are Plaintiffs and William Bennett Minor here ~~of~~ and others are defendants, which said Record is in the words and figures following, that is to say.

State of Illinois }  
 Cook County .. } ss.

Now before the Honorable Buckner  
 S. Morris Judge of the Seventh Judicial  
 Circuit of the State of Illinois and presiding  
 Judge of the Circuit Court of the County of Cook  
 in the State of Illinois at a vacation term  
 thereof begun and held at Chicago. in said  
 County of Cook on the fourth Monday (being  
 the Twenty sixth day) of March in the year  
 of our Lord one thousand eight hundred and  
 fifty five, and of the Independence of the  
 United States.

Present

The Hon. Buckner S. Morris. Judge of Court  
 James Andrew. Sheriff of Cook County

Attest

Louis D. Hoard. Clerk Circuit Court  
 of Cook County.

Be it remembered that on the Twenty sixth  
 day of March in the year of our Lord one  
 thousand eight hundred and fifty five, said

day being one of the days of the Vacation Term of the year last aforesaid of the Cook County Circuit Court, the following among other proceedings were had in said Court and entered of Record in the words and figures to wit:

Henry Waller et als

vs

William Bennett, Minor heir et als

In Chancery

On Motion of defendants Solicitor, it is ordered by the Court, that the time to answer to the Complainants Bill in the above cause be extended fifteen days.

And afterwards on the tenth day of April in the year last aforesaid, said day being one of the days of the Vacation (March) Term of the year last aforesaid of the Court aforesaid, the following among other proceedings were had in said Court and entered of Record as follows, to wit:

Henry Waller et als

vs

William Bennett, Minor heir et als

In Chancery

This day comes the said defendants by their Solicitor and on his Motion it is ordered that the rule to plead answer or demur in this cause be postponed to the coming in of the Court in fifteen days from the entry hereof

And afterwards on the twelfth day of January in the year of our Lord Eighteen hundred and fifty five, being one of the days of the November Term of year of our Lord Eighteen hundred and fifty five of the Court aforesaid, the following among other proceedings were had in said Court and entered of Record, as follows, to wit.

Henry Waller, Henry McAuley James H. Reed, & the Chicago St. Charles & Mississippi R.R. Co.	} To correct defective Title
————— (112) —————	
William Bennett, Minor heir of William Bennett deceased and H. H. Stow . . . . .	}
—————	

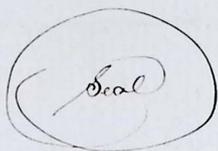
This day come the said parties by

their Attornies and by agreement of parties it is ordered that the Venue in this Cause be changed to the Book County Court of Common Pleas, and that the Clerk of this Court make out and transmit to the Clerk of said Court of Common Pleas a full true and perfect Copy of all the proceedings had of Record in said cause, together with all the papers filed therein.

State of Illinois }  
 Book County ... } s. s.

I, Louis D. Howard Clerk of the Circuit Court in and for said County do hereby Certify that the foregoing is a full true and perfect Transcript of all the proceedings taken and entered of record in said Circuit Court and that the accompanying papers from 1 to 7 inclusive are all the papers which have been filed in my office in said Cause.

In witness whereof I have hereunto set my hand and affixed the Seal



of said Court at Chicago this twenty  
first day of January A. D. 1856.

And whereas also on the said twenty  
eighth day of March in the year of our  
Lord one thousand eight hundred and fifty  
six there was filed in the office of the Clerk  
of the said Cook County of Common Pleas,  
the several papers mentioned or referred to  
in the foregoing Certificate of the said  
Louis D. Hoard, which said several papers  
are in the words and figures following  
that is to say.

State of Illinois }  
County of Cook } ss.

The People of the State of  
Illinois to the Sheriff of said County, Greeting  
We command you that you summon  
William M. Stow and William Bennett  
Minor heir of William Bennett deceased  
if they shall be found in your County

personally to be and appear before the Circuit Court of Cook County on the first day of the next term thereof to be holden at the Court house in Chicago in said County on the fourth Monday of March next to answer unto Henry Walter, Henry Mc Aubey, James A. Rice & the Chicago, St. Charles & Mississippi Air line Railroad Company in their certain Supplemental Bill of Complaint and for an injunction filed in the said Court, on the Chancery side thereof.

And have you then & there this Writ, with an endorsement thereon, in what manner you shall have executed the same.

Witness Louis, D. Hoard, Clerk of our said Court and the Seal thereof at Chicago aforesaid this third day of March A.D. 1855.

S. D. Hoard - Clerk

Served by reading to the within named William St. Stow March 5<sup>th</sup> 1855 and William Bennett Minor heir of William Bennett deceased March 11<sup>th</sup> 1855 and

delivered to each of them a true copy of this  
Writ -

James Andrew Sheriff

By J. N. Norton. Deput.

Filed March 30<sup>th</sup> 1855. S. D. Stora Clerk

Filed March 28<sup>th</sup> 1856. W. Kimball Clerk

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

The People of the State of  
Illinois. To William H. Stow and Louis  
Stora Clerk of the Circuit Court of Cook  
County Illinois and William Bennett, minor  
heir of William Bennett deceased their and  
each of their Attorneys, Solicitors, Agents and  
servants and each and every of them, appearing  
therein it has been represented to the  
Honorable Buckner S. Morris, Judge of  
the Seventh Judicial Circuit and presiding  
Judge of the Circuit Court of Cook County  
in said Circuit and State of Illinois by  
Henry Waller, Henry McAnley, James H. Reed  
and Chicago, St. Charles & Mississippi Air line

Railroad Company, Complainants in their certain Bill of Complaint exhibited before said Judge and filed in said Court, amongst other things that you the said William H. Stow have procured a certain pretended deed of Conveyance from one William Bennett purporting to convey the West half of the North east quarter of Section number twenty (20) township Thirty nine (39) North range fourteen (14) East of the Third principal Meridian and placed the same on record in the Recorders office of Cook County, that you the said Stow have also made a certain pretended deed to the said William Bennett minor heir of said William Bennett deceased purporting to convey the South twenty (20) acres of said tract to said William Bennett minor &c and have caused the same to be recorded in said Recorders office and are about to convey or incumber said tract of land by further and other conveyances and incumbrances, all of which is contrary

to Equity and good conscience And the said Judge having under his hand endorsed upon said Bill an order that a Writ of Injunction issue out of said Court according to the prayer of said Bill.

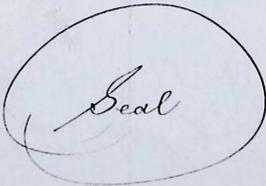
Now therefore we do hereby strictly enjoin and Command you the said William, St. Stow and William Bennett Minor heir of said William Bennett deceased your Attorneys Solicitors, Agents and Servants and each and every of you that you do absolutely and entirely desist and refrain from making any Sales deeds transfers Mortgages or Conveyances or incumbrances of any kind or nature whatsoever of the said of the said West half of the North east quarter of Section Twenty, Township Thirty, nine North range fourteen East of the third Principal Meridian or any part thereof, or from commencing any suits of Ejectment for the recovery of said premises or any part thereof, or from taking any legal proceedings whatsoever in law or otherwise

to obtain or recover the possession of said property, And we do hereby strictly enjoin and Command you the said Louis, D. Hoard Clerk as aforesaid, that you refrain from delivering up to said Stow or Bennett or any other person whomsoever the said pretended Conveyances from said Bennett to said Stow and from Stow to said Bennett minor as aforesaid now on file in your office & any other Conveyances by said Stow to any other person touching the said premises above described until this Honorable Court in Chancery sitting shall make other order to the contrary. Hereof fail not under the penalty of what the law directs.

Witness Louis, D. Hoard Clerk of  
said Circuit Court and the  
Seal thereof at Chicago in said  
County this third day of March  
1855.

Louis, D. Hoard Clerk

To the Sheriff of Cook County  
to Execute.



And afterwards to wit on the Eighth day of April in the year of our Lord one thousand eight hundred and fifty six the following, among other, proceedings were had in said cause and Entered of Record in said Cook County Court of Common Pleas, to wit.

Henry Waller et al - -	} Venue from Circuit Court In Chancery <u>Bill.</u>
<u>          (we)          </u>	
William H. Stow and	
William Bennett Minor <u>heir of William Bennett deceased</u>	

And now come said Complainants by Arnold, Larned & Lay their Solicitors, and on their Motion it is Ordered that Walter Kimball he and he hereby is appointed Guardian ad litem for William Bennett Minor heir of William Bennett deceased infant defendant herein for the purpose of protecting his interest in the subject matter of this suit.

And also on the said eighth day of April in the year last aforesaid there was filed in the office of the Clerk of said Court, a Notice in the words and figures following, that is to say.

Cook County Court of  
Common Pleas.

Henry Thaller, James H. Rees,  
Henry M. Culey and Chicago  
St. Charles & Mississippi Riv-  
er R. R. Co., . . . . . Complainants

— (vs) — In Chancery  
William Bennett, Minor heir of  
William Bennett decd and William  
St. Stow . . . . . Defendants

The defendants William Bennett  
and William St. Stow, in the above entitled  
case, will take Notice that the undersigned  
Complainants in said case, will on Friday  
the 18<sup>th</sup> day of April 1856, move his  
honor John M. Wilson, Judge of Cook  
County Court of Common Pleas, to set  
the said Chancery cause for final hearing

on Monday the 21<sup>st</sup> day of April 1856  
being the thirteenth day of the present  
Vacation Term of said Court.

(Signed) Henry Waller  
James M. Rees  
Henry McAnley  
Chicago, & Charles P  
Mississippi Air line

Chicago, 7<sup>th</sup> April 1856. R. R. Co<sup>rs</sup>

On which said Notice there was the  
following endorsement, to wit:

Served on the within named  
William Bennett, minor heir of William  
Bennett decd and on the within named  
William St. Stow, by leaving a true Copy of  
the within notice with each of them, on  
Monday April 7, 1856 and served also  
on same day on Joseph M. Parker, Attorney  
for said William St. Stow, and on George  
Sedgwick Attorney for said William Bennett,  
of the firm of Sedgwick & Walker, by leaving  
a true Copy of the within notice, with  
each of them, Witness my hand as

Constable. Bradford Sloat  
8<sup>th</sup> April 1856. Constable.

And afterwards to wit on the tenth day of April in the year of our Lord one thousand eight hundred and fifty six there was filed in the office of the Clerk of said Court a certain Petition, in the words and figures following that is to say.

Cook County Court of Common Pleas  
In Chancery,

Henry Waller Et als

— (in) —

William St. Stow & Wm  
Bennett Jr. . . . .

} State of Illinois  
Cook County 535

William St. Stow of said County being duly sworn deposes & says that he is one of the defendants in the above entitled cause and that he fears that he will not receive a fair trial in the Court in which said action is pending on account that the Judge of said Court is prejudiced against him so that he cannot expect a

fair Trial, and he further states that the causes of this application have come to his knowledge within less than Twenty days of this time.

And this deponent further states that the said William Bennett & the other defendant above named has not appeared in the said cause, but that he this deponent is in matter of fact the sole defendant in the said cause above entitled and further this deponent faith not.

Sworn to before me this  
10th day of April A. D. 1856. } St. St. Stow,  
W. Kimball - clerk.

And afterwards to wit on the eighteenth day of April in the year of our Lord one thousand eight hundred and fifty six the following, among other, proceedings were had in said cause and entered of record in said Court, to wit.

Henry Waller et al  
 ———— (vs) ———— } In Chancery  
 William St. Stow & William }  
 Bennett minor heir of } Bill.  
 William Bennett decd }

And now come  
 said Complainants by Arnold, Samuel  
 & Lay their Solicitors and on their Motion  
 it is Ordered that the application of the  
 defendant William St. Stow for a change  
 of Venue in this cause, be and the same  
 is denied And it is further Ordered that  
 Hugh Maher Esqr. be and he is hereby  
 appointed Guardian ad litem for William  
 Bennett, minor heir of William Bennett  
 deceased defendant herein, in the place  
 and stead of Walter Kimball heretofore  
 by this Court appointed Guardian ad  
 litem for said Minor.

And afterwards to wit on the  
 nineteenth day of April in the year of our  
 Lord one thousand eight hundred and

fifty six, the following among other proceedings were had in said Cause and entered of record in said Court, to wit.

Henry Walker et al	}	<u>In Chancery</u>
————— (is) —————		
William H. Stow and Wm <sup>th</sup>		<u>Bill</u>
Bennett minor heir of Wm <sup>th</sup> <u>Bennett deceased . . . . .</u>		

And now comes the said William Bennett minor heir of William Bennett deceased, defendant in this Cause by Sedgwick & Walker his Solicitors and enters his Motion herein for leave to file a Cross bill in this Cause.

And afterwards to wit on the twenty third day of April in the year of our Lord One thousand eight hundred and fifty six the following, among other, proceedings were had in said Cause, and entered of record in said Court to wit.

Henry Waller et al

vs

William St. Stow and William  
Bennett minor heir of William  
Bennett deceased - - - - -

Bill.

And now comes  
said parties by their Solicitors and by  
their stipulation filed herein. it is Ordered  
that this case be set for final hearing  
on the twenty first day of June next.

And thereafter to wit on the twelfth  
day of May in the year of our Lord one  
thousand eight hundred and fifty six  
there issued out of and under the Seal  
of the Clerk of said Court, a certain  
Chancery Summons, wherein William  
Bennett minor &c by Hugh Waller his  
Guardian, is Complainant and Henry  
Waller, Henry McAuley, James, H. Rice,  
the Chicago, St. Charles & Mississippi  
Railroad Company and William St. Stow,  
are defendants, which said Summons

with the Sheriffs return thereupon endorsed  
is in the words and figures following, that  
is to say.

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

The People of the State of  
Illinois. To the Coroner & acting Sheriff of  
said County Greeting.

We Command you that you  
Summon Henry Walter, Henry McQuay,  
James H. Rees, The Chicago, St Charles &  
Mississippi Air line Railroad Company and  
William H. Stow if they shall be found in  
your County, personally to be and appear  
in the Cook County Court of Common Pleas  
for the County of Cook on the first day of  
the next term thereof, to be holden at the  
Court house in the City of Chicago in said  
County on the first Monday of June next  
to answer unto William Bennett Minor &  
by Hugh Maher his Guardian in his

certain copy bill of Complaint filed in the  
said Court on the Chancery side thereof

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

Witness Walter Kimball Clerk  
of our said Court and the  
Seal thereof at the City of Chicago  
aforesaid this 12<sup>th</sup> day of May  
A. D. 1856.

Walter Kimball - Clerk.

Return thereon endorsed.

We do hereby accept and acknowledge due  
service of the within Writ

Chicago

Geo. W. Meese

May 17<sup>th</sup> 1856.

Atty for W. H. Stow

Walter & Caulfield

Sols for debts, Waller  
McClurey, Rees, Chicago  
& St. Charles Air line  
R. R. Co.

And afterwards on the twelfth day of June in the year of our Lord one thousand eight hundred and fifty six, the following, among other, proceedings were had in said cause and entered of record in said Court, to wit.

Henry Waller et al

vs

William St. Stow & William  
Bennett minor heir of William  
Bennett deceased . . . . .

In Chancery  
Bill

And now come the said complainants by their Solicitors and enter their Motion herein for leave to file an amended Bill in this cause.

And hereafter to wit on the thirteenth day of June in the year of our Lord one thousand eight hundred & fifty six, there was filed in the office of the Clerk of said Court, three several Affidavits by James St. Res, E. G. Samuel & St. Waller respectively,

which said three several Affidavits are in the words and figures following, that is to say.

Henry Waller et als } Cook County  
 ———— (w) ———— } Court Comm: Pleas.  
 William Bennett et als }

James H Rees on oath states that he is one of the parties complainant in this suit, that he was not advised until within about a week or ten days that the said William Bennett was alive and heard from as late as the year 1844 or 1845. That he had before that time supposed said Bennett to have been dead for a much longer period, and in consequence did not suppose that he and Rees had any title to said property under the Statute of limitations - this deponent being aware that the said William Bennett Jr was a minor. And this affiant is advised by his Counsel and verily believes that it is important to his rights & interests in the said suit, and necessary to the

final adjudication of the rights & interests of the respective parties Complainants therein that the Amendments to the Bill herewith filed should be made.

Subscribed & sworn to } James, St. Rees.  
 before me this 13<sup>th</sup> day }  
 of June A. D. 1856. }  
 W. Kimball Clk

Henry Waller et al }  
 ———— (or) ———— }  
 William Bennett et al }

Edwin G. Larned on oath states that at the time the original and supplemental Bills filed in this suit were drawn by him - and that at the time the same were drawn he was advised that said W. Bennett had not been heard from for about sixteen years and supposed that he had been deceased for that period - that he drew said bill in the absence of Mr Waller one of the principal Complainants and with

the intent of compelling the execution of a deed in the place of the lost deed set forth in said bill - and was not at said time aware that the said Complainants were entitled under the Statute of limitations - That it was not until recently and within one week that he has been advised by said Walter that it appears in evidence that said W. Bennett was living long after the Statute of limitations had commenced to run against said property and that in the opinion of this deponent it is of importance to the Complainants and necessary to the full just and true consideration of their rights and to the adjustment and determination thereof in this suit, that the amendment therewith offered should be filed.

Subscribed & sworn to }  
 before me this 13<sup>th</sup> day } Edwin C. Larner.  
 of June 1856 . . . . . }  
 W. Kimball. Clerk

Look County Court of  
Common Pleas.

Henry Waller, Henry M. Ouley  
James, St. Paul & Chicago, Mississippi  
& St. Charles Air line R. R. Co } Complainants

(vs)

William Bennett Minor heir of  
William Bennett deceased and  
William, St. Stow . . . . . } Defendants

The undersigned Henry Waller one of  
the above named complainants states that  
long since the filing of the Original and  
Supplemental bills in the above entitled  
Case, he has learned from the testimony of  
a witness, whose testimony has been taken  
recently in said case, that William Bennett,  
father of one of the defendants above named,  
was known to be alive and was heard  
from eleven or twelve years ago, in the City  
of New Orleans, and that the family of the  
said William Bennett had no other reason  
to suppose him dead than that he did not

appear to see to the interests of his Son, the said William Bennett, one of said defendants

Had he been aware of the above facts and also the Counsel who drafted the said original and Supplemental bills, the statements in reference to the disappearance and supposed decease of the said Elder William Bennett would not have been made in the manner they appear in said Pleadings, but would have been materially modified so as to conform to the facts as they have been subsequently developed in the testimony. He therefore prays the Court for leave to file an Amended bill with the view of setting up the additional facts which have appeared, and of pleading and relying upon whatever legal deductions and rights that properly arise therefrom.

Subscribed and sworn to  
before me this 13<sup>th</sup> day of June A.D. 1856, . . . N. Waller.  
Walter Kimball Clerk

And thereafter to wit on the twenty third day of June in the year of our Lord one thousand eight hundred and fifty six, there was filed in the office of the Clerk of said Court, a certain Notice in the words & figures following, that is to say

Cook County Court of Common Pleas.

Henry Waller, James St. Kees	}	<u>In Chancery</u>
Henry McAuley & Chicago		
Mississippi & St. Charles Air line		
R. R. Co. . . . .		
		<u>Complainants</u>

— (v) —

William Bennett, minor heir of	}	<u>Defendants.</u>
William Bennett deceased, and		
<u>William St. Stow . . . . .</u>		

The defendants in the above entitled case will take Notice that on Saturday the 28<sup>th</sup> June 1856, we shall at the Chambers of his Honor, Judge J. W. Wilson, move said Court for leave to reopen the cross Examinations of

Rachel Elam and James Kinzie, witnesses  
 whose depositions have been taken by said  
 defendants in said case, and also to take  
 evidence for the purpose of contradicting  
 the testimony given by said witnesses in  
 their said depositions, and of impeaching  
 said witnesses, and their testimony generally  
 At which time and place you may attend  
 if you see proper.

(Signed) Henry Waller

James H. Rice

Henry McCreely

Chicago, Mississippi & St

June 23<sup>rd</sup> 1856. Charles Curline R.R. Co  
 Endorsed

This notice served on me this  
 23<sup>rd</sup> day of June 1856.

By A. Muech

Solo for W. St. Storr

Sedgwick & Walker

Solo for Deft Bennett

And hereafter to wit on the Eighth day of July in the year of our Lord one thousand eight hundred and fifty six there was filed in the office of the Clerk of said Court two certain other Notices, which said Notices are in the words & figures following that is to say,

Henry Waller et als } In Chancery  
 ———— (w) ———— } Book to Court  
 William Bennett et als } of Common Pleas  
 J. Messrs Sedgwick & Walker  
 Solicitors for William Bennett  
 and George A. Welch  
 Solicitor for W. St. Stow.

Please take Notice that on Tuesday next July 8<sup>th</sup> at 10 O. M. of that day, we shall move to suppress the deposition of James Kinzie, said Motion will be made on behalf of all Complainants, and if overruled as to Complainant Waller, will be renewed in behalf of other Complainants in this case.

July 2<sup>d</sup> 1856

Respectfully Yours  
 Arnold, Larned & Lay

Which said last mentioned Notice was  
Endorsed as follows.

Received Copy of within Notice  
July 3<sup>d</sup> 1856, Sedgwick Walker  
Sols for deft Bennett.

Received Copy of within Notice this  
4<sup>th</sup> day of July 1856. Geo: A. Meech.

Henry Waller others } In Chancery  
— (in) — } Cook County Court  
William Bennett & others } of Common Pleas.

To Messrs Sedgwick & Walker  
Sols for William Bennett and  
Geo: A. Meech, Sols for W. A. Stow.

Pleased take Notice that on  
Tuesday next, July 8<sup>th</sup> at 10 o Clock  
A.M. we shall apply to the Hon: John  
Mc. Wilson Judge of Cook County  
Court of Common Pleas, sitting as a  
Court of Chancery, at his Chambers in  
Chicago, or as soon thereafter as Counsel  
can be heard for an order extending  
time of closing proofs in this case, and

for leave to take additional testimony in this case. & for further Examination of Witnesses on the part of the Complainant and cross Examination on part of Witnesses of defendant, James Kinzie & Mrs. Elam, and also for leave to introduce evidence to discredit & impeach James Kinzie & contradict statements made by him and for such other order in regard to the proof and evidence in this case as the Court shall think proper to grant And for leave to examine Edmund Weed, Reziah M. Weed & Eliza Weed of Shelbygan Wisconsin, Buckner S. Morris of Chicago, and George E. Walker of Ottawa.

Respectfully yours

July 28/56. Arnold, Larue & Say  
Which said last mentioned Notice was  
Endorsed as follows

Received Copy of within Notice  
July 3<sup>rd</sup> 1856. Sedgwick & Walker  
Sols: for deft Bennett.

Received copy of Notice within on this 7<sup>th</sup>  
day of July 1856. Geo: A. Welch

And hereafter to wit on the Twentieth  
fifth day of January in the year of our  
Lord one thousand eight hundred and  
fifty seven there was filed in the office of  
the Clerk of said Court a certain Affidavit  
of Defendant Stow, which said Affidavit  
is in the words & figures following that  
is to say.

Henry Waller Et al vs William Bennett Et al  
 In the Cook County  
 Court of Common Pleas  
 On the Chancery Side  
 Hereof of the Vacation  
 Term of January 1858.

William H. Stow one of the defendants in  
the above entitled cause being duly sworn  
upon his Oath deposes & says that he  
cannot safely proceed to the hearing of this  
cause at the present term of this honorable  
Court for the reasons following that is to  
say.

1. That James M. Lowe a resident of the  
City of Chicago, Cook County, Illinois, is a  
material witness for this defendant, and

becomes so in this manner, the original and  
 Supplemental bills in this cause allege that  
 the deed from William Bennett to this affiant  
 under which this affiant claims title in fee  
 to the land in controversy is false & forged,  
 which this affiant solemnly swears is not  
 the fact, but on the contrary this affiant  
 declares that the same is an authentic act  
 and deed of the said William Bennett  
 made and executed in good faith between  
 the said parties respectively, and the said  
 Complainants among other evidences of the  
 said allegation of forgery, rely upon the  
 alleged fact that the said William Bennett,  
 left the State of Illinois where he formerly  
 resided and was not heard from for over  
 the period of seven years, and from this  
 alleged fact deduce the conclusion that the  
 said Bennett is dead, and the said deed  
 having been executed since his death must  
 be a false & forged document; to rebut this  
 legal presumption, this affiant expects to prove  
 by the said James, M. Stone that in the year

1852 or 1853 (which year is not distinctly remembered) he the said Lowe saw and conversed on two different occasions with the said William Bennett in the City of Austin in the State of Texas; that the said Lowe & Bennett materially recognized each other, that the said Lowe was well acquainted with the said Bennett while he resided in Illinois, and that the said Bennett made many inquiries of the said Lowe as to the health, prospects, condition &c of the old settlers of Chicago, this information was communicated to this affiant and others in said City of Chicago by the said Lowe after it became publicly known in said last mentioned City that this affiant had procured and deposited in the Records Office his said deed from the said Bennett, And affiant further deposes and says that since this cause was set for hearing by this honorable Court, he has been diligently endeavoring to procure the deposition of the said James

Mr. Lowe to be used upon said hearing, that said Lowe has been twice Subpoenaed to attend before a Notary Public, since said cause was set for hearing, that each Subpoena was duly served upon the said Lowe and his legal fees tendered to him to insure his attendance before said Notary Public, but said Lowe on each occasion failed to attend, that an attachment against Lowe was issued by the said Notary at the instance and upon the application of this affiant to compel the attendance of said Lowe before said Notary and a Subpoena also issued out of this Court to insure the oral testimony of said Lowe upon the hearing of this cause according to the form of the Statute in such case made and provided, but neither the said Attachment or the said last mentioned Subpoena were served upon the said Lowe, because as this affiant is informed and Verily believes the said Lowe had left the City. And this affiant is informed & believes

from statements made to this affiant by the  
 said Louw that he has been in communication  
 with the Agents or Emisaries of the said  
 Complainants, or some one of them; And  
 this affiant further deposes & says that he  
 has Endeavoured in good faith to procure  
 the testimony of the said Louw with a  
 view to the speedy hearing of this Cause  
 And this affiant hopes to procure the  
 attendance of the said Louw upon the  
 hearing, or his deposition in a reasonable  
 time if a postponement of said hearing is  
 granted this affiant by this Court, that said  
 Louw is still absent from this City, and  
 his whereabouts is unknown to this affiant,  
 nor can this affiant ascertain where upon  
 inquiry of his friends And this affiant  
 further deposes and says that he knows  
 of no other witnesses by whom he can prove  
 the facts aforesaid.

2. And this affiant further deposes and  
 says that the record in this Cause is  
 Voluminous containing about four hundred

printed pages, that the printing of said record was not completed at 5 o'clock P. M. on Saturday last, and he is advised by Counsel that it is impossible under the circumstances for them to do justice to the Court, the cause and themselves, if they go to a hearing at this time.

This affiant therefore prays that the hearing of this cause may be continued a reasonable time for the reasons aforesaid, and this affiant further saith not.

Sworn to before me  
 this 25<sup>th</sup> day of January, 1858. W. H. Stow.  
 A. D. 1858. . . . .  
 W. Kimball - clk

And thereafter to wit on the Eleventh day of March in the year of our Lord one thousand eight hundred and fifty seven the Complainant William Bennett filed his Exceptions to the answer of the defendants Henry Waller, James H. Reed, Henry McClure and the Chicago, St Charles & Mississippi Air

line R. R. Co., which said exceptions are in the words & figures following, that is to say.

William Bennett minor heir of Cook County  
William Bennett deceased by Hugh Court of  
Maher his next friend. Complainants Common Pleas

\_\_\_\_\_ (vs) \_\_\_\_\_ In Chancery  
Henry Walter, James St. Rees, Henry  
McAuley, The Chicago, St. Charles  
& Mississippi Railroad Company &  
William St. Stow . . . . Defendants

Exceptions taken by the said  
Complainants to the answer of the said  
Defendants Henry Walter, James St. Rees, Henry  
McAuley and The Chicago, St. Charles and  
Mississippi Railroad Company to the said Cross  
Bill of Complaint of the said Complainant.

1st For that the said Answer is unpertinent  
and argumentative in stating.

"That nothing having been heard from  
the said William Bennett for seven years  
after the trial last mentioned, to wit, the years

1844 or 1845 that it is the presumption of the law from and after the expiration of the said seven years that the said William Bennett is deceased, but these defendants deny that there is any knowledge or presumption of the death of the said William Bennett before the expiration of said seven years after he was heard from as aforesaid or that any information of the time manner or place of his decease has ever been received."

Ans For that the following portion of said answer is pertinent, to wit,

"And these Defendants further answering admit that the said parties so claiming said property as aforesaid, claim the same under conveyances from and under a bargain & sale of the same by said Bennett in his lifetime and in the year 1834 to James Kinzie of Chicago and a deed executed by the said Bennett & Rachel his wife for a valuable consideration paid to said Bennett by said Kinzie in the year 1838 or 1839 and that said deed was in 1839 delivered

by said William Bennett to one Rufus Souls with instructions to deliver the same to the said Kinzie, and these defendants admit that said Deed last mentioned has since been lost or destroyed & cannot now be found."

3<sup>rd</sup> For that the said answer of said Defendants is unpertinent in stating as follows, to wit.

"That the said Deposition of said Souls was taken upon due Notice and in strict accordance with the Statute in such case made & provided."

4<sup>th</sup> For that the said answer of the said defendants is unpertinent in the statement therein contained.

"That said Stow procured said pretended deed to be executed for the purpose and with the intent to injure the defendants and to cheat and defraud them out of their right title possession & property in said premises"

5<sup>th</sup> For that the answer is unpertinent in this statement in said answer contained, to wit,

"That the said Stow well knew that the said Bennett had conveyed said premises by deed to the said James Kinzie as aforesaid in the year 1839 and before the departure of the said Bennett from the State of Illinois and that these defendants became & are seized of the said premises by virtue conveyance from said Kinzie under the said conveyance to said Kinzie by said Bennett as aforesaid, and that the said Stow procured said pretended deed to be executed with full knowledge of the absolute right and title to said property in these defendants."

6<sup>th</sup> For that the said defendants answer is impertinent and scandalous in the following averment therein contained, that is to say.

"That the said Stow and the said William Bennett Jr complainant as aforesaid are now fraudulently & corruptly colluding & conspiring together to cheat & defraud the respondents out of their rights title & property in said premises and these defendants aver that the said Stow is acting for and procuring

testimony for said Bennett and is advising  
 and assisting him in the defence of the afore-  
 mentioned Bill filed by these respondents  
 as aforesaid. And they aver that there is a  
 corrupt and fraudulent agreement between  
 the said Complainant and the said Stow  
 by virtue of which said Stow has agreed to  
 give up the prosecution of his said pretended  
 false and fraudulent title and to aid and  
 further the said Complainant in defrauding  
 and cheating these respondents out of their  
 said Estate title and property in said premises  
 and in case of the success of said Bennett  
 said Stow is to receive in return a part  
 of said premises so fraudulently & wickedly  
 obtained from these respondents in payment  
 of his said services in that behalf and that  
 with this intent and for that purpose the  
 said Stow has been present at the taking  
 of the testimony for said Complainant  
 Bennett and has procured witnesses for  
 said Bennett and conferred with said  
 witnesses and with the Counsel for said

Bennett, while the Counsell representing said Stow have since the filing of said Cross bill taken no part in said Cause and have not been present at the taking of testimony herein."

2/16 For that the said answer of the said Defendant Waller contained in the said answer filed by said defendants in this case is impertinent in the allegations and averments herein contained of which the following are copies, that is to say

"That he has as he is advised and believes and therefore alleges a good and valid title under the laws of this State as herein before set forth,"

"That he is informed and believes that the said Rachel wife of the said Bennett aforesaid received information from him said Bennett at or about the year 1844 or 1845 and that the said Bennett was living in the said 1844 or 1845 at said City of New Orleans That said William <sup>Bard</sup> ~~Bennett~~ having color of

title to the said North half of said tract  
 made and taken in good faith under and  
 by virtue of said Conveyance aforesaid he  
 the said Bard paid all the taxes legally  
 assessed thereon for more than seven years  
 successively, viz: for the years, 1841, 1842,  
 1843, 1844, 1845, 1846, 1847, 1848 and 1849  
 and that the said land was during all  
 said time vacant and unoccupied land - And  
 this defendant further avers that the said  
 Henry Waller one of these defendants as  
 aforesaid has held and owned the said  
 North half of said tract by purchase from  
 the said William Bard ever since the  
 execution of the deed to him from said  
 Bard as aforesaid And that the said Henry  
 Waller now holds the same, and that  
 the said Waller has fully paid during  
 said time all taxes legally assessed on  
 said land."

" That by virtue of the Statute in  
 such case made and provided in the  
 second section of an Act entitled "An Act

to quiet possession and confirm titles to land approved March 20 1849 and adopted into the revised Code of 1845 as the 9th Section of the twenty fourth chapter of said Code entitled Conveyances, such payment of taxes by said Bard as aforesaid, and by this defendant Henry Waller under said claim and color of title as aforesaid would of itself & independent of the validity force or effect of the said Conveyance vest in him said Waller as the grantee of the said Bard as aforesaid a good title to said premises and entitle him the said defendant Henry Waller to be deemed and adjudged to be the legal owner thereof.

"And that the Defendant Henry Waller claims the benefit of the said Statute and insists that the said William Bard having color of title made in good faith to said lands the same being vacant & unoccupied, and having paid all the taxes legally assessed thereon for seven successive years and upwards is well entitled to said premises."

" That he holds title to said premises under said William Bard and that the same continued vacant and unoccupied, that he purchased the same in good faith and having color of title as aforesaid has continued to pay all taxes legally assessed thereon from the date of the deed executed by said Bard to this defendant to the time of the filing of the said crop bill of said Complainant."

In all which particulars the said Complainant excepts to said Answer of said defendants as impertinent and scandalous and humbly prays that such portions of said Answer above specified and excepted to for impertinency and scandal may be stricken therefrom.

Sedgwick & Walker  
Sols for Compl.

And thereafter to wit on the twenty second day of May A. D. one thousand eight hundred and fifty seven there was

filed in the office of the Clerk of said Court a notice in the words and figures following that is to pay

State of Illinois Cook County Court of  
County of Cook { s. s. Common Pleas

Henry Walker & others Complainants

— against — In Chancery

Wm. St. Stow & William

Bennett without heir &c

Defendants

Messrs Sedgwick & Walker Attys  
 at Law of said Wm. Bennett and G. A. Meech  
 Esq. Atty at Law of said William St. Stow,  
 Defendants in the above Entitled case.

Take Notice that we have this day  
 filed a Petition and Affidavit of Henry  
 Walker, one of the Complainants herein, in  
 said Court, praying the Court to issue a  
 Commission under a special order to take  
 the Cross Examination of James Kinzie  
 orally, and that at 9 o'clock A.M. tomorrow,  
 Saturday, 23<sup>rd</sup> May, we shall by our

Attorneys move the Court to make such order or any other that may be deemed proper by the Court?

St. Waller

St. McAuley

A. W. Rees

May 22<sup>nd</sup> 1857. Chicago, St Charles and  
Mississippi Air line R. R. Co.

Which said Notice was Endorsed as follows, to wit,

Served by leaving a true Copy of the within Notice with Mr. Walker of the firm of Sedgwick & Walker at their office in Chicago on this 22<sup>nd</sup> May 1857.  
B. Slat. Constable.

And thereafter to wit on the sixteenth day of December A. D. Eighteen hundred and fifty seven there was filed in the office of the Clerk of said Court a certain other Notice in the words and figures following, that is to say.

State of Illinois Cook County Court of  
 County of Cook } ss. Common Pleas.

In Chancery

Henry Waller Et al Complainants

— against —

William Bennett Et al Defendants

This day the Complainants by  
 E. C. Larned their Attorney moved the  
 Court for an Order closing the taking of  
 Depositions in the above entitled case on  
 Monday, the 4<sup>th</sup> day of January 1858, and  
 also for an order setting said case for final  
 hearing on Monday the 11<sup>th</sup> day of January  
 1858 -

It was thereupon Ordered that the  
 Court will hear said Motion at 9 o'clock  
 A.M. on Monday next the 21<sup>st</sup> Inst.  
 and that the defendants be notified to attend  
 at that time.

W. Kimball

December 15<sup>th</sup> 1857.

Clerk.

The Defendants in the above case  
 will take notice that the foregoing Order

was made by said Court on this day,  
 and that we shall in accordance  
 therewith, at that time, viz. Dec. 21.  
 1854 attend and move said Court to  
 close the taking of depositions in the above  
 entitled case on Monday 4<sup>th</sup> January 1858,  
 and to set said case for final hearing  
 on Monday 11<sup>th</sup> January 1858.

Signed) H. Waller

H. McAuley

J. H. Rees

Chicago, St Charles and

Decr 15. 1854. Miss: Air line R. R. Co<sup>s</sup>

Which said Notice was endorsed as  
 follows " Served by leaving a copy of  
 the within with Geo. W. Meach Attorney  
 for Stone & James M. Walker Attorney  
 for Bennett's heir, this 16<sup>th</sup> December  
 1854 - B. G. Caulfield.

And thereafter to wit on the Twenty third day of January in the year of our Lord one thousand eight hundred and fifty Eight there was filed in the office of the Clerk of said Court certain Motions papers in the words & figures following that is to say

State of Illinois } Cook County Court of  
 Cook County . . } ss. Common Pleas  
 Henry Staller et al }  
 ——— (vs) ——— } In Chancery  
 William Bennett . . }

And the said defendant <sup>Bennett</sup> comes and by his Counsel moves this Court to strike out and suppress from the testimony of Rufus Soules on file in this case all of the answer of said Rufus Soules to the third Interrogatory after the first sentence of said answer for the following reasons, to wit: First, That execution of the said deed or writing purporting to be a deed has not been found - Second - That said testimony

is matter of ~~opinion~~ ~~and~~ conclusion and not Fact. Third, That the said deposition was taken before the appointment of Guardian ad litem for said defendant and before his appearance in said cause. and Further that said testimony is otherwise incompetent & inadmissible.

Same Motion. for the same reasons above stated, to strike out so much of said answer to the said third Interrogatory as follows - " <sup>1838, or 1839 but, think in</sup> Sometime in <sup>1838</sup> William Bennett left with me a quit Claim deed from himself and wife to James Kinzie - the Deed was for the same piece of land described in the Duplicate."

Same Motion. for the same reasons as to the following portion of said answer - " I think the Deed was made in Chicago, I recollect of its being a proper Deed, signed by Bennett & Wife. I cannot say whether the Deed was printed or written, but I rather think it was written."

Same Motion - for the same reason as to  
 so much of the said answer as follows, to wit:  
 " I recollect of its being a proper Deed  
 signed by Bennett & Wife."

Same Motion. for the same reasons  
 as to the following portion of said answer.

" I cannot state what the date of the  
 Deed was but I think it was dated in  
 1838. and my reason for thinking so is  
 that from the way it was left by Bennett  
 for Kinzie I concluded that he had made  
 a recent trade with Kinzie."

Same Motion - for same reasons as to  
 the following portion of the answer of said  
 Rufus Soules to the fourth interrogatory -

" Bennett left the Deed of which I have  
 spoken and the duplicate with me."

Same Motion. for same reasons as  
 to the following portion of said answer.

" I think the next season or Spring after  
 the Deed & duplicate were left with me.  
 I was riding in the Stage in Company with

James Kinzie to Chicago, when he spoke to me about the papers being left with me, and asked me if I knew anything about them, I answered him that I had the Deed and duplicate and he said that sometime when he came along, he would call and take them, or that he would call soon for them or words to that effect" and for the further reason that it relates to conversation between persons not parties to suit & is irrelevant.

Same Motion - for same reasons as to the following portion of said answer "When Bennett left the Deed."

Same Motion - for same reasons, as to the following portion of the answer of the said Rufus Soutter to the fifth Interrogatory, the words, "besides the deed" in the first line of said answer -

Same Motion - for same reasons as to the following words in the fourth line of said answer, "the Deed was left."

Same Motion - for same reasons as to the following words in the fourth line of said answer "with the deed".

Same Motion. for same reasons as to the following portion of said answer -

" I hunted there for the deed and supposed I could find it, I could not find the deed among my papers."

Same Motion. for same reasons as to the following portion of the answer to the Ninth interrogatory - " And what I gathered from him that he had sold the land to Mr. Kingie."

Same Motion & for same reasons as to the word " deed " wherever it occurs in the answer of said Soules to the tenth Interrogatory.

Same Motion & for same reasons as to the following portion of said last mentioned answer - " The deed was finished out for Man & Wife."

Same Motion & for the same reasons as to the following portion of the answer

to the Eighth Cross interrogatory put to said Rufus Soules, "I am positive the Deed was signed by her."

Same Motion & for same reasons as to the following portion of said last mentioned answer "It was a regular deed."

Same Motion & for same reasons as to the following portion of said last mentioned answer, "I think the given name of Mrs Bennett was either Rachel or Rebecca - it began with an "R" according to the best of my recollection -"

Same Motion for the same reasons above stated as to the following portion of the answer to the Ninth Cross Interrogatory put to the said Rufus Soules "according to the best of my recollection I think it was acknowledged by both Bennett & Wife."

Same Motion for the same reasons above stated as to the following portion of said last mentioned answer "I cannot say before what person."

Same Motion. for the reasons above stated as to the word "Deed" in the answer to the Eleventh Cross Interrogatory put to said Rufus Soules

Same Motion for the reasons above stated as to the whole answer to the Twelfth Cross interrogatory put to the said Rufus Soules.

Same Motion for the <sup>above stated</sup> reasons, as to the following portion of the answer to the Fifteenth Cross Interrogatory put to said Rufus Soules "I looked them over and compared them together, and found them to describe the same land."

Same Motion. for reasons above stated as to the following portion of said last mentioned answer "It was a regular quit claim deed, no Warranty about it"

Same Motion for reasons above stated as to the whole answer to the Ninth Interrogatory in the deposition of Ursula Soules.

Same Motion. as to the whole of the answers to the Interrogatories numbered four and next to the last in Ellbridge G. Uphams deposition - for the reasons above stated, and also because immaterial.

Same Motion. as to the whole answer to the fourth interrogatory in the deposition of Norman Clark, for the reason that the same relates to conversations between persons not parties to the suit, and because no foundation has been laid for admitting the same for the purpose of impeachment.

Same Motion. as to each of the answers to the fourth - fifth and sixth Interrogatories respectively in the deposition of Truman G. Wright for the reasons that they relate conversations between persons not parties to the suit and no foundation was laid to introduce them to impeach Kirzie and that they are immaterial and irrelevant.

Same Motion as to each of the answers to the sixth and seventh Interrogatories

respectively in the Deposition of Edmund Weed  
and for the same reasons last above  
stated -

Same Motion as to the answers to  
the fifth and seventh interrogatories in the  
Deposition of Keziah M. Weed for the same  
reasons last above stated.

Same Motion as to each of the answers  
to the respective direct Interrogatories in the  
deposition of Timothy Webster Jr numbered  
as follows to wit, Seven, <sup>3</sup> Twelve, <sup>3</sup> Fifteen,  
<sup>3</sup> Sixteen, <sup>3</sup> Seventeen, <sup>3</sup> Twenty two, <sup>3</sup> Twenty five,  
<sup>3</sup> Twenty six, <sup>3</sup> Twenty seven, <sup>3</sup> Twenty eight,  
<sup>3</sup> Twenty nine, <sup>3</sup> Thirty, <sup>3</sup> Thirty one, <sup>3</sup> Thirty two,  
<sup>3</sup> Thirty three, <sup>3</sup> Thirty four, <sup>3</sup> Thirty five,  
<sup>3</sup> Thirty six, <sup>3</sup> Thirty seven, <sup>3</sup> Thirty eight,  
<sup>3</sup> Thirty nine, <sup>3</sup> Forty, <sup>3</sup> Forty one, <sup>3</sup> Forty two,  
<sup>3</sup> Forty three, <sup>3</sup> Forty four, <sup>3</sup> Forty five, <sup>3</sup> Forty  
<sup>3</sup> six, <sup>3</sup> Forty seven, <sup>3</sup> Forty eight, <sup>3</sup> Forty nine,  
<sup>3</sup> Fifty, <sup>3</sup> Fifty one, <sup>3</sup> Fifty five, <sup>3</sup> Fifty six,  
<sup>3</sup> Fifty seven, <sup>3</sup> Fifty eight, <sup>3</sup> Fifty nine  
and <sup>3</sup> Sixty. For the same reasons last  
above stated and for the further reason

that the said answers tend to impeach said Kinzie on the subject of his interest in the event of this Suit, and that said Kinzie was the witness of said Complainants and not of defendant on that point and they cannot impeach or contradict him on that subject.

Same Motion as to the second direct Interrogatory in the deposition of N. P. Ogilhart and the answer thereto for the reason that the same is not within the Order, opening the proofs in said Cause.

Same Motion as to each of the answers to the fourth, fifth and sixth direct Interrogatories respectively in the Deposition of Franklin Hathaway for the same reason last above stated, and also because the testimony is hearsay and because it relates to the contents of writings not produced and is inadmissible and irrelevant for other reasons.

Same Motion as to the ninth direct Interrogatory and answer thereto

in the Deposition of Frederick W. Stone for the reason that the Question asks for the opinion of Witness founded on his own Knowledge of the Witness Soules.

Same Motion as to the fifth direct Interrogatory and answer thereto in the Deposition of George Strong for the reason last above stated.

Same Motion as to the third direct Interrogatory and answer thereto in the Deposition of Joseph F. Smith for the same reason last above stated.

Same Motion as to the fourth and next following direct Interrogatories and the answers thereto respectively in the Deposition of Augustus G. Downs for the same reason last above stated.

Same Motion as to the third direct Interrogatory and the answer thereto in the Deposition of S. H. Swartwout for the same reason last above stated.

Same Motion as to the fourth direct Interrogatory and the answer

thereto in the Deposition of H. S. Rucker for the same reasons.

Same Motion as to the sixth direct Interrogatory and answers thereto in the Deposition of B. S. Morris for the same reasons.

Same Motion as to the fourth direct Interrogatory and the answers thereto in the Deposition of Richard J. Hamilton for the same reasons.

Same Motion as to the answers to the Cross Interrogatory administered to James Kinzie, numbered Fifty, Fifty one fifty two. One hundred and three. one hundred thirty one. one hundred and thirty two. One hundred & thirty three & One hundred & thirty four respectively because they relate to conversations and transactions between witness and third persons not parties to suit and are irrelevant and immaterial.

Same Motion as to Each of the answers to the respective cross Interrogatories

in the Deposition of James Ruizie numbered  
as follows, to wit; One hundred & twenty six  
One hundred & forty eight - One hundred &  
forty nine. One hundred & fifty - One hundred  
and sixty six - One hundred & sixty seven  
One hundred & sixty eight - One hundred &  
sixty nine - One hundred and seventy four  
One hundred & seventy five - One hundred &  
ninety nine. Two hundred & two - Two  
hundred & three - Two hundred & four, Two  
hundred & five - Two hundred & twenty four  
and Two hundred & twenty five. For the  
reasons that the said Cross interrogatories  
do not relate to the same - or any of the  
subject about which the witness testified in  
chief and that they relate to Sales Conveyances  
& purchases made by the witness & others  
not parties in the suit & the Evidence of  
which must have been in writing and  
to negotiations about such Sales which are  
wholly irrelevant to this suit, and are  
otherwise incompetent & inadmissible.

Same Motion as to each of the

answers to the respective cross interrogatories  
 propounded to James Kinzie on his second  
 cross examination in July 1857. Numbered  
 as follows, to wit; Seven, Eight, Eleven,  
 Twelve, Thirteen, Fourteen, Fifteen, Eighteen,  
 Nineteen & Twenty nine. And in the  
 printed Copies of said testimony - Two  
 hundred forty nine - Two hundred fifty -  
 Two hundred fifty three - Two hundred fifty  
 four - Two hundred fifty five - Two hundred  
 fifty six - Two hundred fifty seven - Two  
 hundred sixty - Two hundred sixty one -  
 and Two hundred & seventy one, because  
 First, they do not relate to matters inquired  
 of in chief - Second, that they do not  
 tend to contradict any of his (Kinzie's)  
 testimony in chief, nor explain <sup>or affect</sup> the same -  
 And being upon matters wholly collateral  
 to the issue are not properly admitted as  
 foundation for impeachment & are otherwise  
 wholly irrelevant & immaterial.

Same Motion as to the fourth  
 direct Interrogatory and the answer

hereto in the Deposition of Henry W. Clarke -  
because the said question calls for the  
opinion of the witness founded on his own  
knowledge of the person sought to be  
unpeached.

Same Motion as to the fourth  
direct Interrogatory and the answer thereto  
in the Deposition of Jabez R. Potford for  
the same reason.

Same Motion as to the fourth direct  
Interrogatory and the answer thereto in  
the Deposition of Tallas Phelps for the  
same reason.

Same Motion as to the fourth direct  
Interrogatory and the answer thereto in  
the Deposition of Francis L. Sherman for  
the same reason.

Same Motion <sup>(See Margin x)</sup> as to the fifth direct  
Interrogatory and the answer thereto in  
the Deposition of Hugh J. Dickey for the  
same reason.

Same Motion as to the Eighth direct  
Interrogatory and answer thereto in the

x Same Motion as to the fourth direct Interrogatory and answer  
thereto in the Deposition of J. L. Sherman for the same reason

Deposition of John St. Foster for the same reason.

Same Motion and for the same reason as to the fourth Interrogatory and propounded to B. H. Skinner and the answer thereto.

Same Motion as to the fourth direct Interrogatory and the answer thereto in the deposition of Luther Nichols for the same reason.

Same Motion as to the fourth direct Interrogatory and answer thereto in the Deposition of Eli B. Williams for the same reason.

Same Motion as to the fourth direct Interrogatory and answer thereto in the Deposition of Jeph St. Foster for the same reason.

Same Motion as to the fourth direct Interrogatory and answer thereto in the Deposition of George W. Snow for the same reason.

Same Motion as to the fourth direct

Interrogatory and answer thereto in the  
Deposition of William Boyden for the same  
reason.

Same Motion as to the Affidavit of  
James, St. Rees filed in this cause January  
14<sup>th</sup> 1858 for the same reason that it is the  
statement of one of the Complainants to the  
suit, made "ex parte" and is inadmissible  
as evidence to said cause or otherwise.

Same Motion as to the whole of the  
said Affidavit of James, St. Rees after the  
first sentence thereof except the following  
portions thereof, to wit: "Before and since  
he acquired an interest in said land this  
affiant has made every enquiry in every  
quarter which he conceived calculated to  
afford any information of the missing deed  
but without avail - He has consulted the  
Agents of William Bard who owned  
forty of the Eighty acres aforesaid, with  
Archibald Clybourne, Edmund Weed,  
James King & Nelson Millett his agent &

legal adviser, with George E. Walker  
Cornelius Friel & others on this subject  
but has never been able to discover the  
said Deed & from his extensive investigation  
and inquiry he is satisfied that the said  
deed is lost and cannot be found"

for same reasons and also because  
it does not relate to the loss of alleged  
deed, nor prove that it is not in the  
possession of the Complainants.

Same Motion as to the affidavit  
of Henry Walker filed in this cause on  
the fourteenth day of January 1848 for  
the reasons last above stated.

Same Motion as to the whole of  
said Affidavit of said Walker after the  
first sentence thereof, except the following  
portions thereof To wit "He (said Walker)  
"went to the residence of Soules and had  
"an interview with him as to the  
"probability of

answers relates to the contents of certain records and alleged Abstracts therefrom which cannot be proved by Harol and because said Abstracts were not made by said witness nor verified or compared by him & therefore not proper memoranda to refresh his recollection and otherwise incompetent and irrelevant?

Same Motion as to each of the Abstracts or Exhibits marked "A," "B," "C" & "D," referred to in the Deposition of said Charles Cookson, of Horace G. Chase & J. F. Waite. for the same reasons last above stated, and because said Abstracts are not admissible evidence unless originals lost and accounted for.

Same Motion as to each of the answers to the interrogatories respectively numbered two, three & four in the Deposition of Horace G. Chase for the same reasons last above stated.

Same Motion as to the answers of

J. F. Wait to the second interrogatory in his Deposition for same reasons last above stated.

Same Motion as to the whole of the testimony of Rufus Soules and of Ursula Soules for the reason that the same was taken before any guardian ad litem had been appointed for the said Defendant Bennett and before he had appeared in said cause and because it is otherwise incompetent.

Same Motion as to each of the answers to the respective interrogatories of the Deposition of Henry W. Blodgett numbered respectively as follows, to wit, three, four, five and six, twelve, because they are irrelevant to the matter in issue and incompetent for the purpose of sustaining the reputation of Soules.

Same Motion as to each of the answers to the eighth, ninth, tenth & thirteenth interrogatories respectively propounded to the said Henry Blodgett for the reasons

last above stated.

Same Motion as to each of the answers to the interrogatories numbered respectively five, six, seven, eight, nine, ten, Eleven, Twelve, Thirteen & Fourteen respectively in the deposition of A. B. Cotes for the same reasons last above stated and also because the said answers relate to certain legal proceedings in a Court of Record which cannot be proved by parol and are otherwise irrelevant and incompetent.

Sedgwick & Walker

Solrs for Defendant, Bennett.

And also on the said Twenty third day of January A. D. Eighteen hundred and fifty Eight there was filed in the Office of the Clerk of said Court a certain other Motion, in the words & figures following, that is to say,

State of Illinois Cook County Court of  
County of Cook ; Common Pleas.

Henry Waller et al

vs

In Chancery

William Bennett et al

The Complainants by their Counsel move the Court to strike out and suppress from the Deposition of Joseph C. Bottsford in this case interrogatories third, fourth & fifth and the answers to the third, fourth & fifth interrogatories for the following reasons.

1. The said interrogatories & answers are not within the Order opening the proofs in said cause.
2. No foundation was laid as required by law, by interrogating Rufus Soules, the witness attempted to be contradicted, discredited & impeached, previous to taking said deposition, in relation to the matters of conversation, statement of admission attempted to be proved by said interrogatories and answers.

Same Motion as to interrogatories third, fourth & fifth, and the answers thereto in the Deposition of Sylvanus S.

Herring filed in said Cause.

Same Motion as to interrogatories one & two and the answers thereto, because said Interrogatories are leading to the witness and the paper referred to is the best Evidence of the facts attempted to be proved.

Same Motion as to the interrogatories D. 3. 4. 5 and 6, and the answers thereto, in the Deposition of Jacob Harris; also as to interrogatories D. 3. 4. 5. 6. 7. 8. 9. 10. 11 & 12, and the answers thereto, in the deposition of Cyrus P. Bradley; also as to Interrogatories D. 3. 4 & 5 and the answers thereto in the deposition of Ambrose Barnum; also as to interrogatories 2, 3. 4 & 5, and the answers thereto in the deposition of Luther Nichols; also as to interrogatories 2. 3 & 4 & the answers thereto in the deposition of J. W. Morrison; also as to interrogatories 2. 3 & 4 & the answers thereto in the deposition of Alex Wollcott; also as to interrogatories 2 & 3 & the answers thereto in the deposition of Benj. Jones; also as to

interrogatories, 3. 4. 5. 6. 7 & 8 and the answers thereto in the Deposition of W. R. Cornell; on file in this Cause, for the following reasons.

1. The said interrogatories & answers are not within the Order opening the proofs in this Cause.
2. The said interrogatories and answers, except of the witness Cornell, are introduced to impeach John Sudby a witness in this case by proof of statements pretended to be made by him previous to his Examination, without the proper legal foundation having been laid.

Same Motion as to the 6<sup>th</sup> interrogatory and the Answer thereto in the Deposition of Isaac St. Parker; Also as to the 6<sup>th</sup> interrogatory and the Answer thereto, in the Deposition of Hiram George; both witnesses for the defendant Bennett, in this Cause.

On the ground that the said interrogatories are leading, and suggest to the said witnesses, the Answers desired by the Deft.

Waller & Caulfield

Solicitors for Complainant

Same Motion as to interrogatories and answers one and two, in the re-examination of the witness C. W. Walton, because no legal foundation was laid by interrogating Rufus Soules previous thereto.

Same Motion as to interrogatory and answer one in the second re-examination of A. W. Peck, and to interrogatories and answers, numbers one and two, in the third re-examination of said witness, on the grounds, that no legal foundation for the same by first interrogating Rufus Soules in relation to the matters therein referred to, and because said interrogatories are leading.

Same Motion as to interrogatory and answer one, in the second re-examination of Peter Schenck, on the grounds, that Deft Bennett had no right to introduce testimony to contradict his own witness on an immaterial point, for the purpose of discrediting him; and that the subject interrogated about was new matter, not

introduced on the Cross interrogation -  
 Haller & Caulfield  
 for Compts

And thereafter to wit on the Twenty fifth day of January A.D. Eighteen hundred and fifty Eight the said defendant William H. Stow filed his Answer to the said Cross bill of Complaint, in the Office of the Clerk of said Court, which said Answer is in the words & figures following that is to say.

In Cook County Court  
 of Common Pleas  
 In Chancery.

The separate and several answer of William H. Stow one of the Defendants to the Cross Bill of William Bennett a Minor by Hugh Maher his Guardian Exhibited against this defendant and others in the Cook County Court of Common Pleas In Chancery

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 said cross Bill contained for answer therunto or unto so much and such parts thereof as this defendant answering is advised is material and necessary for him to answer unto answers and says that he admits that the said Complainant William Bennett is a Minor, but that this defendant has no knowledge as to his age save from said cross bill the neither admits or denies the same to be as is stated in said cross bill, and further answering this defendant admits that Henry Waller, James H. Rees, Henry Mc Aubey and the Chicago, St. Charles & Mississippi Railroad Company did bring into the office of the Clerk of the Circuit Court in Cook County their Bill of Complaint charging as stated in and set forth in said cross bill and this defendant further answering admits that said Complainants in said original bill heretofore referred to did on or about the

third day of March A.D. 1855 file their  
 Supplemental Bill in said cause so  
 commenced as aforesaid, and in and by  
 their said Supplemental bill of Complaint  
 did make this defendant a party to said  
 cause so commenced as aforesaid. And  
 this defendant further answering admits  
 that on or about the 24<sup>th</sup> day of April  
 A. D. 1855 he did file his answer in  
 said cause to said Supplemental bill  
 filed against him as aforesaid. And this  
 Defendant further answering admits that  
 the allegations contained in said Supplemental  
 bill, and the answer to the said Supplemental  
 bill filed by this defendant are substantially  
 as set forth in said Cross bill. And this  
 defendant further admits that the venue  
 to said cause so pending as aforesaid was  
 changed as is stated in said Cross bill -  
 And this Defendant further admits that  
 Hugh Maher was appointed guardian ad  
 litem for said Bennett as is stated in  
 said Cross Bill and that he filed his

answer in said Cause as is stated in said  
 Cross bill. And further answering this  
 defendant admits that said William Bennett  
 did on or about the 24<sup>th</sup> day of December  
 1834 purchase of the United States the land  
 described in said Cross bill. And also further  
 admits that he left the State of Illinois as  
 is stated in said Cross bill, but this defendant  
 denies that said Bennett is now dead and  
 would here state and insist that up to and  
 until the 26<sup>th</sup> day of January A.D. 1855 the  
 said Bennett was still living and this defendant  
 further saith that he is informed & believes  
 said Bennett is still living. And further  
 answering this Defendant says that he has no  
 information or belief whether said William  
 Bennett Sr. or the other friends of the said  
 William Bennett Sr. have heard from him  
 William Bennett Sr. since he left the State  
 of Illinois, and he further denies that they  
 have made diligent search for him said  
 William Bennett Sr. & he this defendant denies  
 that said William Bennett Sr. is now dead,

Further answering this Defendant says that he has no knowledge whether the said William Bennett Jr is the only child of the said William Bennett Sr and again denies that said Bennett is dead. And further answering this Defendant admits that said Haller, Mc Auley, Pres of the Chicago, St Charles & Mississippi Air line Railroad Company claim to own the said premises set out in said Crofs bill, in the manner and in the shares stated in said Crofs bill. And further answering he admits the title of said Haller, Pres, Mc Auley & the Chicago, St Charles & Mississippi Air line Railroad Company to be a fabricated title as is charged in said Crofs bill, and that the same is as is stated in said Crofs bill. And this defendant further answering admits that said Haller, Pres, Mc Auley & the Chicago, St Charles & Mississippi Air line Railroad Company did proceed to take the testimony of Rufus Soules and that the same was taken in the manner and is as is charged and stated in

said crop bill, and this defendant states that he had no knowledge information or notice of the taking of said deposition of said Soules and he admits that said deposition was taken fraudulently. And this Defendant further answering admits that in or about the month of February 1855 he delivered to the register of Deeds of Cook County a deed to him this Defendant from said William Bennett for the premises described in said Crop bill. And he admits that a true copy of said Deed is set forth in said Crop bill as well of the acknowledgment of said deed thereunto appended, and he here denies that said deed is a ~~fraud~~ deed. And he further denies that the signature appended to said Deed is not the signature of the William Bennett who purchased the lands therein described of the United States. <sup>And he further denies that the signature appended is a forgery</sup> And he further denies that the signature appended to said deed was made by any but the said William Bennett who purchased the lands described in said deed of the United States. And further answering he

denies that said deed was executed fraudulently or with the design of injuring or oppressing said Complainant. And further answering he says that he did pay for said premises the sum of Twenty thousand dollars to said William Bennett Sr in the manner set forth in his answer to the original bill heretofore filed in this Cause and to which reference is hereby made. And further answering he denies that said premises are worth more than said sum of Twenty thousand dollars. And this defendant further answering denies that said deed of said William Bennett Sr to him is a fabrication and he further denies that said sum of Twenty thousand dollars was fraudulently inserted in said deed to give a color, and he again denies that said deed was executed for the purpose of injuring said Complainant William Bennett Jr.

And this defendant further denies that at the time of the execution and delivery of said deed by him to said William Bennett

that he this defendant knew that said William Bennett was dead, but charges that said William Bennett Sr. at the time of the execution and delivery of said deed to him was still living and is now alive. And further answering this defendant admits that on the 26<sup>th</sup> day of January A. D. 1855 he executed and acknowledged, and on the 13<sup>th</sup> of February A. D. 1856 he left with the Recorder of Cook County a deed of Trust to secure to said Complainant William Bennett Jr. the sum of Five hundred dollars And further answering he denies that said William Bennett Sr. had no knowledge of said deed of Trust at the time of the Execution of the same and states that the same was made and executed by him this defendant in good faith in pursuance of the original agreement with said William Bennett Sr. at the time of the purchase of said premises by this Defendant of him said William Bennett Sr.

And this defendant further answering would here again state that he purchased

said tract of land described in said deed  
 hereinbefore referred to of said William Bennett  
 Sr. in good faith, that he paid for the  
 same the sum of Twenty thousand dollars  
 and that he now claims to hold said  
 premises described in said deed under and  
 by virtue thereof And this defendant  
 further answering denies all unlawful  
 combination and confederacy in the said  
 Bill charged without that any other  
 matter or thing material or necessary for  
 this defendant answering to make answer  
 unto confessed or avoided, traversed or denied  
 is true to the knowledge or belief of this  
 defendant All which matters and things  
 this defendant is ready to aver maintain  
 and prove as this honorable Court shall  
 direct and humbly prays to be hence  
 dismissed with his reasonable costs & charges  
 in that behalf most wrongfully sustained.

(signed) W. H. Stow.  
 G. A. Meick  
 Solr

And thereafter to wit on the Twenty eighth day of January A. D. Eighteen hundred and fifty eight there was filed in the office of the Clerk of said Court, a certain Affidavit of the said Henry Waller, which said Affidavit is in the words and figures following, that is to say,

Henry Waller Et al } Compls. - Cook County Court  
 ———— against ———— } of Common Pleas  
 William Bennett Et al } Defts } In Chancery.

The undersigned Henry Waller one of the Complainants in the above Entitled case states that the depositions of Isaac N. Parker, & Strain George have been taken by defendant Bennett to contradict Timothy Webster, a witness for Complainants, whose deposition was taken during the month of July last, and to show that the said Webster is interested in the event of this suit. The said Parker and George state substantially that, on the 8th June last, said Webster, then bearing the name of Peter G. Roe, at Racine, stated to said Parker, in the presence of said George, that he had been

employed by this affiant to destroy the testimony of James Kinzie, a witness for defendant Bennett, and that if said affiant should succeed in this suit, he, Webster, then known as Roe, would make a file on it.

He states that said depositions of Parker and George, were taken by interrogatories as he learns from the papers, on the 21<sup>st</sup> Sept. last and were not returned to the Clerk's Office till the 18<sup>th</sup> inst. nor opened & filed <sup>that he did not know. File page 20<sup>th</sup> inst.</sup> till the 20<sup>th</sup> inst., what said witnesses had proved. The case had been, on the 21<sup>st</sup> of December last, set for final hearing, on the 25<sup>th</sup> instant, and after the filing of said depositions, affiant had no opportunity or time to give the legal notice and take depositions to rebut and contradict the statements of said witnesses, or to impeach their reputation, as he verily believes he could have done, had such time and opportunity existed.

He states that altho' talked by surprise as above stated, he can prove by Allan Pinkerton, of this City, that said Webster

who in Racine was known as Roe, was in his employ alone - that he was not employed by this affiant or any one else, in the said premises, that said Webster received all his instructions from him; and that he was on a regular salary from said Pinkerton, which was not, to the smallest extent, affected by his failure or success in the business in which he was engaged at Racine, with said Knizie, that the contract as to said Webster's services so far as this affiant or his Co-complainants were concerned, was alone with said Pinkerton, and that he said Pinkerton, charged said affiant for the time and expenses of said Roe, and not according to success or failure.

He therefore moves the Court to allow him to introduce said Pinkerton as a witness to be examined orally in this case on the matters above stated, according to the Statute in such case made and provided.

He states further that although the answers of the Defendants admit possession of the land in controversy to be in the possession

of the Complainants, yet so far as defendant Bennett is concerned, the answer of his Guardian ad litem, Hugh Maher, may not be considered binding upon said Bennett as a Minor owing to the fact of such admissions, and not regarding the said question of possession as one of the points litigated or in issue, affiant states that in the hurry of preparing the case, and in the press of taking the great number of depositions, between the 21<sup>st</sup> April 1856, the day of the Entry of the stipulation to close proofs, and the 15<sup>th</sup> of June following, the day when said proofs were closed by said stipulation, the taking of any proof on the matter of said possession was overlooked. The interests involved in this suit are so heavy, that affiant deems it his duty, on behalf of Complainants, and in view of all the circumstances above stated, to ask permission of the Court to introduce a single witness to prove orally the said fact of possession. He states

that he can prove such possession by Nicholas  
P. Iglehart. And he now offers to introduce  
said Pinkerton and Iglehart for such oral  
Examination. (signed) H. Waller.

Subscribed and sworn to  
before me this 28<sup>th</sup> day of  
January A. D. 1858 . . . .  
Wm L. Church, CLK.

And thereafter to wit on the thirteenth  
day of February A. D. Eighteen hundred and  
fifty eight, the said Complainant Bennett  
filed, in the office of the Clerk of said Court,  
his replication to the said answer of the  
said Defendant Stow, which said replication  
is in the words & figures following, that is to say,

State of Illinois  
Cook County Court of  
Common Pleas . . . .

Henry Waller et al

— (vs) —  
William Bennett Moore

vs Et al —

Replication

This repliant by Hugh Maher his  
 said Guardian saving and reserving to  
 himself now and at all times hereafter all  
 and all manner of benefit and advantage of  
 Exception which may be had or taken to the  
 manifold insufficiencies of the said answer to  
 the said defendant Stow to the Crofs bill of  
 Complaint of this Complainant for replication  
 thereto says that he will aver maintain  
 and prove his said Crofs bill of Complaint  
 to be true certain and sufficient in law  
 to be answered unto, And that the said  
 Answer of the said defendant Stow is  
 uncertain, untrue and insufficient to be  
 replied unto by this repliant, Without this  
 that any other matter or thing whatsoever,  
 in the said Answer contained, material  
 or effectual in law to be replied unto and  
 not herein and hereby well and sufficiently  
 replied unto Confessed and avoided answered  
 or denied is true - All which matters and  
 things this repliant is ready to maintain

and prays as this honorable Court shall direct  
and humbly prays as he has heretofore prayed.

William Bennett

Minor heir of & by

Hugh Maher, his Guardian.

Sedgwick & Walker

Solicitors for Complainant Bennett.

And whereas there was filed in the  
office of the Clerk of said Court, certain  
Abstracts of Title marked respectively "A", "B"  
& "C", the same being Exhibits to the deposition  
of Charles Cookson a witness examined in  
said cause, which said Abstracts of Title  
are in the words and figures following, that  
is to say,

Exhibit "A."

Abstract of Title

to

Blocks 1 & 2. in the S  $\frac{1}{2}$  of S. N  $\frac{1}{4}$  of N. E.  $\frac{1}{4}$   
of S. 20. T. 39. N. R. 14 E.

1. Receiver } Receipt No 1678. dated Decr 27.  
 — to — } 1834 for \$100 in full payment  
William Bennett } for the N 1/2 of the N. E 1/4 of  
 Sec 20. Town 39. N. R 14. E.  
 80 acres

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2. United States } Patent dated March 16. 1837  
 — to — } Grants same land  
William Bennett } Not recorded.

William Bard } Proceedings in Book 60; Cir: Court  
 Patrick Staeham } Petition to Perpetuate Testimony  
 Wm D. Scott } Records of said Court show  
 Joseph Mitchell } appointment of Rachel Appleton  
 Tho: Jarworski } Mother of William Bennett Minor  
 & John Tilden } heir of William Bennett deceased  
 — @ — } his Guardian ad litem in this  
Wm Bennett } case July 9. 1850 (see Records  
 of said Court Book 1 page 421)  
 The complete Records of proceedings  
 in said case show filing of Petition  
 June 23. 1850, which is set forth at  
 length, Affidavit of James H. Reed

that he believes the facts set forth in the Petition  
 to be true. Bond for Costs filed - Deed to  
 take Depositions & Notice to take Depositions  
 filed September 23<sup>d</sup> 1850. Deposition of Rufus  
 Soules that he knew of the Execution of a Deed  
 by William Bennett deceased during his life  
 time in the year 1838 or 1839 in which his  
 Wife joined of the W<sup>ts</sup> of N. C. 1<sup>st</sup> of Sec 20  
 P 39, N. R. 14 E. to James Kinzie - that the  
 same was delivered by Bennett to him with  
 directions to give the same to Kinzie - that he  
 put the Deed among his papers - and has  
 frequently seen it since, but cannot now  
 find it. that he recollects meeting Kinzie  
 and talking with him about the Deed after  
 its delivery to him by Bennett, but has no  
 recollection of giving it to Kinzie or any  
 body else. that he is pretty positive it was  
 signed & acknowledged by Bennett's wife as  
 well as by Bennett, but don't remember  
 the name of the Magistrate before whom  
 the acknowledgment was taken, and that he

has searched among his papers for the deed repeatedly but without finding it, and believes it accidentally destroyed or lost.

The Petitioners claim title as follows

Wm. Bard	N $\frac{1}{2}$ of N $\frac{1}{2}$ N E $\frac{1}{4}$ of Sec. -	40 acs
Strachan & Scott	N $\frac{1}{2}$ of S $\frac{1}{2}$ of N $\frac{1}{2}$ of Same	20 "
A. Mitchell	$\frac{3}{4}$ of ac: of S $\frac{1}{4}$ of N $\frac{1}{2}$ .	$\frac{3}{4}$ of 100.
Thos: Sawoski	1 ac: of same	1 "
John Fillon	9 $\frac{1}{3}$ "	9 $\frac{1}{3}$

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4. James Kenzie } Deed dated Jan'y 29. 1838 Consider  
 to } \$10,000. Reunites releases & quit  
 William See } claims, all right title &c to the N.  
 Sec. } E $\frac{1}{4}$  of Sec 20. 39. 14. & other property.  
 Dec 6. 1815

Recorded March 2. 1838 Book 1. page 344.

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5. William See & } Deed dated Sept. 2. 1844 Consider  
 "Polley" his Wf } \$100 Grants bargains sells &c "all  
 to } the interest &c." of us the said  
 James Kenzie } parties "of the first part in and to"  
 Dec 14. 1813 } the N.E.  $\frac{1}{4}$  of Sec 20. 39. 14 -  
 Certs of Ack<sup>t</sup> by Geo: Pease Town  
 Sec: This: does not state that the

Contents of the Deed were made known to  
Mrs See and says nothing of Power. Certif.  
of Magistracy by Clerk of U. S. District Court  
of said County dated "12th day of A. D. 1846"  
Recorded Feby 24. 1846. B. 18. p 391.

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James Kinzie and Leah his Wife } Deed dated April 22. 1836 Conside  
to — to — } \$1666.66 conveys "All the Equal  
Lanna B. Hartke } undivided third part of the S<sup>1</sup>/<sub>2</sub> of  
S<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of N. E. 1/4 of Sec  
20. 39. 14.

Certif of Ackgt by Jno; Peaco Cook Co.  
that Kinzie & Wife acknowledged the  
Execution of the Deed, but dont say  
before whom.

Recorded May 23. 1836 Book R p. 630.

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James Kinzie and Leah his wife } Deed dated April 22. 1836 Conside  
to — to — } \$1666.66 conveys "All the Equal  
Henry Starvey } undivided third part of the S<sup>1</sup>/<sub>2</sub> of  
S<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of N. E. 1/4 of Sec 20  
39. 14.

Certificate by Jus. Peace of Book C.  
 That the Grantors acknowledged the  
 Execution of this Deed, but don't state  
 before whom.

Recorded June 29. 1836 Book C page 14

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Henry Harvey } Deed dated June 22. 1836  
 8. — to — } Consid: \$2000. Conveys "All  
Sanna B. Hartness } the Equal undivided one  
 third part of the  $\frac{1}{2}$  of  $\frac{1}{2}$   
 of  $\frac{1}{2}$  of N. E.  $\frac{1}{4}$  of Sec 20. 39. 14"  
 Recorded July 24. 1837 Book C. p. 1163

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Sanna B. Hartness } Mortgage dated June 22. 1836  
 9. — to — } given to secure \$1116<sup>00</sup>/<sub>100</sub>  
James Kinzie } Conveys same property. Not  
 released on Margin of Record of above } acknowledged.  
 Mortgage, by James Kinzie  
 dated April 15: 1837.

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Samuel B. Hartknecht } Mortgage dated April 20. 1836.  
 10. — to ——— } Given to secure 2 Notes of even  
 James Kinzie and } date for \$1416.66 conveys the  
Archibald Chybourne } Equal undivided third part of  
 the  $\frac{1}{2}$  of  $\frac{1}{2}$  of  $\frac{1}{2}$  of N.E.  $\frac{1}{4}$   
 of Sec 20. 39. 14.

Recorded Mar: 31. 1837 Book E of Mer: p 579.

Release. Release of the above Mortgage entered  
 on the Margin of the Record of the same  
 April 20. 1853.

11. Subdivision by } Map of  $\frac{1}{2}$  of  $\frac{1}{2}$  of N.E.  $\frac{1}{4}$   
 Samuel B. Hartknecht } of Sec 20. 39. 14. Subdivided into  
 James Kinzie } Blocks and Lots & acknowledged  
 Archibald Chybourne } by said Hartknecht & Ols as proprietors  
 & Alexis Beaubien } Entitled "Hartknecht Addition to Chicago  
 (13 Blocks of 13 Lots Each.)

Recorded Sept 16. 1836 Book H. p 260-1.

Samuel B. Hartknecht } Deed dated Nov 16. 1836. Contd:  
 12. — to ——— } \$1000. Conveys "the four acres  
Mark Beaubien. } undivided contained in the two

Thirds ( $\frac{2}{3}$  ad) of the  $\frac{1}{2}$  of  $\frac{1}{2}$  of  $\frac{1}{2}$  of  
N. E.  $\frac{1}{4}$  of Sec 20. 39. 14."

Recorded Novr 23. 1836 Book R. p. 249.

13 Mark Beaubien & Elizabeth his wife } Deed dated April 16. 1850  
} Consider: \$100. Conveys  
} Four acres of undivided  
} Two thirds of  $\frac{1}{2}$  of  $\frac{1}{2}$  of  
}  $\frac{1}{2}$  of N. E.  $\frac{1}{4}$  of Sec 20.  
Isaac Cook . . . }  
Do 25. 852.

39. 14." "being the same land  
deeded by Samuel B. Hartkups to said  
party of the first part on the sixteenth  
day of November A. D. 1836 with  
the exception however of Three acres  
of said tract heretofore deeded by said  
first party, it being intended by this  
deed to convey one acre only".

Certif: of Hartkups by Clerk of Cir: Cor  
Du Page Co. Ills. dont state that the  
wife was known to him

Recorded April 20. 1850 B. 35 p 469.

Samuel C. Lowe Tax Deed dated Feby 12. 1846  
 Shff Cook Co. Sets forth that at the August Term  
 14. — to — 1843. of the Cir: Ct of Cook Co., the  
 Isaac Cook State of Illinois recovered a Judgment  
 Doc 14,606 vs the S<sup>1</sup>/<sub>2</sub> of S. W<sup>1</sup>/<sub>4</sub> of N. E. <sup>1</sup>/<sub>4</sub> of  
 Sec 20, 39, 14. for \$2,65 amount of Taxes,  
 with interest & cost assessed on said Tract  
 for 1842. that on the 20th Sept 1843, by  
 virtue of a Precept from the Circuit Court  
 dated Sep 15: 1843 sale was made by  
 said Sheriff to satisfy said Judgment,  
 of three acres of said land and conveys  
 "three acres of the East side of the S<sup>1</sup>/<sub>2</sub>  
 of S. W<sup>1</sup>/<sub>4</sub> of N. E. <sup>1</sup>/<sub>4</sub> of Sec 20, 39, 14,  
 with other property sold for Taxes at  
 same time.

Recorded March 9. 1846 Book 19 p. 1115.

Isaac Cook and Deed dated Feby 14. 1853. Convey:  
 Harriet his Wf \$200. conveys one acre of the  
 15. — to — undivided two thirds of the S<sup>1</sup>/<sub>2</sub>  
 William Whitney of S<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>3</sub> of N. E. <sup>1</sup>/<sub>4</sub> of Sec  
 Doc 11,268.

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being the same land conveyed to Cook by (Wright)  
 20. 39. 14<sup>A</sup> Conveyed to said party. of the first  
 part by Saml. I. Town Shff of Cook Co  
 aforesaid by Deed dated Feby 12. 1846  
 Recorded April 2. 1853 B 62 p 326

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Sarned B. Harkness Deed dated Dec: 15. 1834  
 16. ————— to ————— } Consider: \$4,667. Conveys  
Cyzo Collins . . . } All that piece or parcel  
 of land containing nine and  
 one third acres undivided, It being the  
 South half, of the South half of the  
 West half of the North East quarter  
 of Sec 20. 39. 111 "  
 Recorded Dec. 19. 1834 Book T. p 113.

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Cyzo Collins and Deed dated Dec. 21. 1848, For  
 Ann. V.E. his Wf "a valuable sum in dollars, and  
 17. ————— to ————— } other Considerations" conveying a  
 John Tilton Acorn } piece of Land containing 9 1/3  
 of East of Melhain } acres in the S 1/2 of S 1/2 of N 1/2  
 Tilton ~~Acorn~~ } late of E of N.E. 1/4 of Sec 20. 39. 14. in  
 Mangatuck, New } Chicago, Cook Co. Ills. the  
 Haven Co. Conn: } same being an undivided piece  
 Dec 26. 1848.

X Dec or similar 16. April 1850 accounted by Mar 12 Beaumont transfer  
 also 3 acres of the East side of S 1/2 of S 1/2 of N.E. 1/4 of said  
 Dec 210.

of land conveyed to said Collins by Samuel B. Markness by deed dated Dec: 15. 1837 and recorded in the Land Records of Cook Co, Ills, Book T, page 113.

Recorded May 23. 1850 Book 33. p 556.

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John Tilton Admr Deed dated April 19. 1853  
of Est<sup>o</sup> of William Tilton de<sup>d</sup> } Consider: \$1. - Conveys 4 <sup>3</sup>/<sub>8</sub> acres  
undivided of S <sup>1</sup>/<sub>2</sub> of S <sup>1</sup>/<sub>2</sub> of N <sup>1</sup>/<sub>2</sub>  
18. — to ——— } of N E. <sup>1</sup>/<sub>4</sub> Sec 20. 39. 14. being  
James St. Rees } part of premises conveyed to  
Deed: 41. 745. } said Tilton by Ozro Collins &  
Wife by deed dated Dec: 2. 1848 and  
recorded May 23. 1850 in Book 33 p/  
556. Records of Cook Co.  
Recorded April 28. 1853 Book 38 p/. 468.

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James St. Rees & Wf Deed dated April 20. 1853. Consider:  
19 — to ——— } \$10<sup>00</sup> Conveys same land, with  
William Whitney } provision, that this deed is not  
Deed 41. 747. } to affect Rees' Title to same and  
other land acquired by virtue of

of Deed, Stephen F. Gale to James H. Rice  
dated Jan'y 5<sup>o</sup>. 1853.

Recorded April 28. 1853 Book 58 p 470.

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Sheriff of Cook Co } Tax Deed dated Mar. 1. 1844  
Do — to — } sets forth that at the April  
Stephen F. Gale } Term 1841. the State of Ills:  
recovered a Judgment against  
Lots 1 to 12 inclusive in Blocks 1 to  
12 inclusive in Markess Addition to the  
Town <sup>or City</sup> of Chicago for \$54 being the  
amount of Taxes, interest & Costs  
assessed upon each Lot in said addition  
for 1840. Sale to satisfy said Judgment  
June 24. 1841 - purchase of said  
Lots by said Gale for \$54 Each Lot  
conveys to him "the above described  
Premises."

Recorded Aug: 17. 1846, Book 21. p 107.

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Vacation } Vacation of Plat or Map of  
21 — by — } Markess Addition to Chicago (see  
Stephen F. Gale } No 11 of this Abstract.)

dated March 1. 1844.

Recorded March 1. 1844 Book 11. p 139.

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Stephen F. Gale } Deed dated Jan'y 5. 1853. Considered  
 32 — to ——— } \$1<sup>00</sup> Remises, releases & quit claims  
James H. Rees } all right, title & to S<sup>1</sup>/<sub>2</sub> of S. 21  
 Doc: 39.391 N<sup>1</sup>/<sub>4</sub> of N. E. <sup>1</sup>/<sub>4</sub> of Sec 20. 39. 14  
 Recorded Jan'y 27. 1853 Book 58 p 54.

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James, H. Rees & W<sup>fe</sup> } Deed dated Apr: 21. 1853 Sets  
 33. — to ——— } forth that Rees has acquired a  
William Whitney } Tax title by conveyance from  
 Doc 41. 746 Stephen F. Gale, to the S<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub>  
 of N<sup>1</sup>/<sub>2</sub> of N. E. <sup>1</sup>/<sub>4</sub> of Sec 20  
 39. 14. In consideration of \$10. Conveys  
 all right, title & to 12 acres undivided  
 of said tract. This conveyance not to  
 prejudice Rees' interest in remainder of  
 tract.

Recorded April 28. 1853 Book  
 58. Page 469.

James H New & W<sup>fe</sup> Deed dated April 19. 1853  
 24. — to ——— } consid: \$1<sup>00</sup> Conveys 11 1/2 acres  
 John Dillon Admr. } undivided of the S 1/2 of S 1/2 of  
 Doc 41. 571. } N 1/2 of N. E. 1/4 of Sec 20. 39. 14  
 being the same now held and  
 claimed by Dillon under patent title;  
 intending to convey only the title obtained  
 from Yale.

Recorded Apr 20. 1853. Book 62 p 365.

William Whitney & W<sup>fe</sup> Deed dated April 20. 1853  
 25. — to ——— } consid: \$1. Conveys "same  
 John Dillon Admr. } premises."  
 Doc. 41. 572 } Recorded April 20. 1853 B.  
 62 page 366.

Mark Beaubien & W<sup>fe</sup> Deed dated Oct: 29. 1857.  
 26. — to ——— } consid \$300. Conveys "the  
 Thomas Jaworski } undivided one acre of land  
 Doc 5. 665 } contained in the two thirds  
 (2/3<sup>00</sup>) of the S 1/2 of S 1/2 of N 1/2 of N. E.  
 1/4 of Sec. 20. 39. 14.  
 Certifi: of Ackt of Jus: peace book 65.

don't say that Mrs B. was known

Recorded Oct 28. 1837 Book V p 335.

Thomas Jaworski's Deed dated April 2. 1853 Considered  
 & Cecilia his wife } \$250. Conveys an undivided  
 27 — 1<sup>st</sup> — } acre of land contained in the  
William Whitney } two thirds of the S  $\frac{1}{2}$  of S  $\frac{1}{2}$  of  
 Sec: 41. 27. 1 } N. E.  $\frac{1}{4}$  of Sec 20. 39. 14. being  
 the same conveyed to Jaworski  
 by Mark Beaubien & wife by deed dated  
 Oct 29. 1837 & recorded in Book V page 335  
 in the office of the recorder of Cook County,  
 Certifi of actings by Notary public Cook Co.  
 dated Mar: 2, 1853

Recorded April 2. 1853 Book 61 page 330.

Mark Beaubien & Wife Deed dated Jan'y 16. 1837  
 28. — to — } Consider: \$900. Conveys " One  
Abiah Utley . . } acre of the undivided four  
 acres of Land, deeded by  
 Sarned, B. Marknes to Mark  
 Beaubien contained in the two thirds ( $\frac{2}{3}$ <sup>co</sup>)  
 of the fourth half of the fourth half of the

West half of the North East quarter of Sec 20,  
39, 114.

Recorded April 3, 1837 Book 20 p 17.

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Mark Beabien & W<sup>fe</sup> Deed dated Feby 11, 1837 Consid  
29. — to — } \$1500 Conveys "one acre undivided  
Alfred Cook .. } in the S 1/2 of S 1/2 of W 1/2 of  
Dec 6, 37 } N. E 1/4 of Sec 20. 39. 114.

Recorded July 21, 1838 Book 20 p 308.

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Alfred Cook & W<sup>fe</sup> Deed dated Mar: 26, 1839  
30. — to — } consid \$1000, Conveys "one  
Nelson Wade .. } acre undivided "in the S 1/2  
Dec 6, 39. } of S 1/2 of W 1/2 of N. E. 1/4  
of Sec. 20. 39. 114. Mrs Cooks

signature "Theodotia," name in certificate  
and body of Deed "Theodotia"

Certif: of Acknt. by Clerk Co. Court do  
Davis Co. Ills, dont state that she was  
known.

Recorded Sept. 2, 1839 Book 3 p 413.

---

James Kinzie } Deed dated April 22. 1836. Consid:  
 & Leah his Wife } \$1666<sup>00</sup> Conveys "All the equal  
 31. — to — } undivided third part of the " S <sup>1</sup>/<sub>2</sub> of  
Alexr Beaubien } S <sup>1</sup>/<sub>2</sub> of the W <sup>1</sup>/<sub>2</sub> of N. E. <sup>1</sup>/<sub>4</sub> of Sec 20.  
 Bq. 114.

Certif. of Acknt by Jus: Peace Cook be  
 that Kinzie Wife acknowledged the  
 execution of the deed, but dont pay before  
 whom

Recorded April 30. 1836 Book 3 page 413.

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Alexander Beaubien } Deed dated April 23. 1836  
 32. — to — } Consid: \$833<sup>33</sup> Conveys "the  
James Kinzie } Equal undivided <sup>1</sup>/<sub>2</sub> of one  
 undivided third part of the  
 S <sup>1</sup>/<sub>2</sub> of S <sup>1</sup>/<sub>2</sub> of the W <sup>1</sup>/<sub>2</sub> of N. E. <sup>1</sup>/<sub>4</sub> of Sec 20.  
 Bq. 114.

No Certif. of Acknowledgment.

Recorded Oct 21. 1836 Bk. R. p 172. 3.

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James Kinzie & Wf } Deed dated Dec 29. 1832 Consid:  
 33 — to — } \$100. Conveys 3 <sup>1</sup>/<sub>3</sub><sup>00</sup> acres undiv'd  
Nelson Millet } in the S <sup>1</sup>/<sub>2</sub> of S <sup>1</sup>/<sub>2</sub> of the W <sup>1</sup>/<sub>2</sub> of

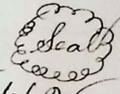
Doc 39.470

N. E 1/4 of Sec 20. 39. 114 (remises releases and quit claims.)

Certif of acknowledgments as follows

"State of Wisconsin of December 29, 1853,  
County of Racine"

"There personally appeared  
the within named James Kinzie & Virginia  
Kinzie and acknowledged the within instrument  
to be their free act and deed before me"

"Jra G. Paine, Notary Public 

Recorded Jan'y 29. 1853 Book 52 p 662.

Nelson Millet and Deed dated Jan'y 18. 1853

Augusta G. his Wf } consid: \$250. Remises, releases

321 — to ——— and quit claims all right

William Whitney. title of 1 2/3 acres undivided

Doc 39.471

in the S 1/3 of S 1/2 of the W 1/2 of

N. E 1/4 of Sec 20. 39. 114.

Certif: of Acknt by Notary Public Racine

Co: Wis: dated " — day of — 1853.

Recorded Jan'y 29. 1853 Book 52 p 662.

Same Grantors } Deed dated Jan'y 22. 1853 Consid:  
 35 — to — } \$50 Remise, releases &c all right  
Paul Cornell } title &c in and to Sec 20. 39.  
 Doc 39. 454. 14. Book to Ills: except 3 1/3  
 acres this day conveyed to  
 William Whitney.

Certific of Clerk by Notary Public, Racine  
 Co: Ill. doth say that Mrs Millet was  
 known, or that she acknowledged execution  
 of deed.

Recorded Jan'y 29. 1853 Book 53 p 644.

Paul Cornell } Deed dated May 7. 1853. Consid:  
 36 — to — } \$26. Quit Claims &c all right  
William Whitney } title &c in and to Sec 20. 39. 14.  
 Doc 42. 445. Except 3 1/3 acres heretofore conveyed  
 by Nelson Millet to said party  
 of Second part.

Recorded May 25. 1853 Book 59 p 380.

Mar Beaubien } Deed dated Oct. 16. 1837. Consid:  
 37 — to — } \$187.50 Conveys "three quarters of  
Timothy O'Meara } an acre of land the same being  
 Doc: 5, 825

an undivided portion amounting to three quarters  
of an acre of land in the equal undivided  
third part of the  $S\frac{1}{2}$  of  $S\frac{1}{2}$  of the  $N\frac{1}{2}$  of R.G.  
 $\frac{1}{4}$  of Sec 30. 39. 14.

Recorded Decr 20. 1837 Book 1 p. 122

Timothy O'Neara } Deed dated June 27. 1840.  
38. — to ——— } Consider: \$1100. Conveys same  
Celestine Guzmaner } land with other property.  
de la Hailandier }  
Bishop of Vincennes } Recorded June 30. 1840  
Book 4. page 381.

Celestine Guzmaner } Deed dated Decr. 27. 1847  
de la Hailandier } Consider: \$1<sup>00</sup>—  
Bishop of Vincennes } Conveys same premises:  
39. — to ——— } Recorded July 25. 1849  
William Quarter } Book 32 page 288.  
Bishop of Chicago } Doc. 23. 240.

Last Will & Testament } This Will is to be found at  
40 — of ——— } the office of the County Clerk  
William Quarter. } of Cook County. It is  
not recorded.

By the terms of said Will said Quarter bequeathed to the "University of St. Mary of the Lake" "all the real Estate and personal property now owned and held by me" in the State of Illinois "to be used by that institution for the purposes of the Catholic religion and worship, after all my just debts have been paid from same."

Walter J. Quarter & Jeremiah Kinsella are appointed Executors

Witness Patrice Mc Mahon

Jeremiah A. Kinsella

Endorsed is the following

State of Illinois &  
Cook County . . . }  
 I Thomas Hogue Probate  
 Justice of Cook County do  
 hereby Certify that the within Will was  
 admitted to Probate this 4<sup>th</sup> day of May 1848  
 " Thomas Hogue  
 Probate Justice "

Will dated

April 1845

University of St. Marys of the Lake  
 by the following  
 Corporate Members  
 Walter J. Quarter  
 Exor of Rt Rev. Wm  
 Quarter, Jeremiah  
 A. Kusella Esq. of  
 same Bernard  
 Mc Garrish, Patrick  
 Mc Mahon, John  
 Indgoldberry, Thos  
 O'Donnell, Dennis  
 Ryan, Lawrence Hocy  
 & Patrick Claues  
 Mc Laughlin . . .  
 41. ——— to ———  
 James Oliver Vandek  
 uelde Bishop of  
 Chicago his  
 Successors and  
 assigns . . . . .

Doc 33,513.

Deed dated July 18, 1849,  
 conveying same lands and other  
 property (as described in No 39  
 above) "all such lands or property  
 as has been deeded or conveyed  
 to the said Right Rev; William  
 Quarter his heirs and assigns in  
 any part of the County of Cook  
 and State of Illinois upon the  
 Trust expressed or implied for  
 the use or for the support of  
 Charitable or religious & literary  
 purposes, or for burial grounds  
 as provided for by an Act of the  
 General Assembly approved 21<sup>st</sup>  
 Feby 1845."

All which above mentioned  
 Lots &c have by the last Will  
 and Testament of William Quarter  
 Bishop of the Diocese of Chicago  
 dated April 13, 1845 and admitted  
 to Probate May 4, 1848, been devised and

bequeathed to the University of St. Mary of the Lake together with all the real Estate and personal property then held by him (said William Quarter) in the State of Illinois."

Recorded September 8. 1849  
Book 33. p. 420.

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James O. Vanderelder } Deed dated Jan'y 18. 1853  
Bishop of Chicago } Consider \$25.<sup>00</sup>  
42 — to — } Conveys  $\frac{3}{4}$  <sup>ths</sup> of an acre of  
William Whitney } land the same being an  
Doc 41. 270. } undivided portion in the equal  
undivided third part of the  $\frac{1}{2}$  of  $\frac{1}{2}$  of  $\frac{1}{2}$   
of N.  $\frac{1}{4}$  of Sec 20. 39. 14.

Recorded April 2. 1853  
Book 61. p. 329.

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Alexr. Beaubien } Deed dated Oct 28. 1839. Consider  
43 — to — } \$100. Conveys " all of one half  
Joseph Mitchell } acre of Land of the equal  
undivided third part of Sec  
20. 39. 14. }  
Recorded Dec. 24. 1839  
Book 4 p. 111.

Joseph Mitchell & } Deed dated Jan'y 25: 1853.  
 Phelps his Wife } Consider: \$45. Conveys one half  
 44 — to — } acre of land of the Equal  
 William Whitney } undivided third part of S. 1/2 of  
 Dec 11, 269. } S. 1/2 of the W. 1/2 of the N. E. 1/4 of  
 Sec 20. 39. 14.

Recorded April 2. 1853 Book 61 p. 327.

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Alexr Beaubien } Deed dated Sept<sup>r</sup> 27. 1837  
 45 — to — } Consider: \$200. Conveys a piece  
 Robert Price } of land situate in the S. 1/2 of  
 Dec 4. 173 } the S. 1/2 of W. 1/2 of N. E. 1/4 of  
 Sec 20. 39. 14 " containing on acre of land"

Recorded Mar: 29. 1853  
 Book 62. p. 264.

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Robert Price & Wf } Deed dated Mar. 19. 1853  
 46 — to — } Consider: \$70. Conveys one  
 William Whitney } acre of land situate in the  
 Dec 4, 267 } S. 1/2 of W. 1/2 of N. E. 1/4 of Sec  
 20. 39. 14 " being the same  
 land conveyed to me by A. Beaubien."

Recorded April 2. 1853 Book 61. p. 335.

Waller et al. }

vs.  
Bennett et al. }

W. B. Scates orders

- 1 Copy Part 1 - Pages 1 to 55  
inclusive.
- 2 the 2 stipulations on page 182 of  
written record.
- 3 Decree and appeal in pages  
162 to 172 inclusive of  
written record.
- 4 Deed from Kenzie v. Alex  
Beaubien page 244 to 247.  
written record.
- 5 Assignment of errors (but not  
joinders) in list of record.
6. Final order of affirmance of  
this court.

Scates will write when he must  
have it.

Estimated Cost \$48.00

Alexander Beaubien } Deed dated Nov 5. 1836  
 47 — to — } Considered \$250  
 Crested St. Wright } Conveys "all of an acre of  
Henry Van Outwerp } land (being an undivided  
 acre) being part of the undivided  
 third part of the S<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub> of T<sup>1</sup>/<sub>2</sub> of N. E. <sup>1</sup>/<sub>4</sub>  
 of Sec 20. 39. 14.

Recorded Nov 8. 1836

Book R, page 222.

Henry Van Outwerp } Deed dated May 23. 1837 Considered  
 48. — to — } \$150. Conveys "all his equal  
Ch. H. Wright } and undivided interest being the  
 half of an undivided acre)

in the — third part of the South half of  
 the West half of the North east quarter of  
 Section "20" in Township "Twenty nine, North  
 of range 14, E. of the 3<sup>d</sup> P. M. situated in the  
 County of Cook aforesaid

Recorded May 24. 1837

Book No. p. 163

Alexander Beaubien } Deed dated May 21. 1838 Considered  
 49 — to — } \$400, Conveys "one undivided  
George Wake . . . } Quarter of one undivided acre,  
 in an equal undivided third part of the  $\frac{1}{2}$   
 of  $\frac{1}{2}$  of  $\frac{1}{2}$  of N. E.  $\frac{1}{4}$  of Sec 20. 39. 14.  
 Recorded May 21. 1838.  
 Book No. of p. 113.

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Alexander Beaubien } Deed dated Mar. 23. 1840  
 50. — to — } Considered \$35. Conveys "all  
Daniel Dow . . . } of one quarter of an acre of  
 the Equal undivided third  
 part" of the  $\frac{1}{2}$  of  $\frac{1}{2}$  of the  $\frac{1}{2}$  of N. E.  $\frac{1}{4}$   
 of Sec 20. 39. 14, "All that is intended to be  
 conveyed by this Deed, is one quarter of an  
 acre of land equal and undivided as  
 aforesaid."

Recorded June 15. 1840  
 Book 4. p 341.

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William Whitney In Chancery. Petition for Partition  
 51 — (w) — Upon the report of A. N. Wright  
 John Tilton Admr of the Estate of Thomas Church  
 of New Tilton dec'd Comrs appointed therein by virtue of  
 Order of H. Wright a Commission issued out of this  
 Nelson Trade Court (Court of Com: Pleas, Cook  
 Uriah Wesley, Geo: C?) on reading & filing said report,  
Walter & David Dow which bears date Novr 12. 1853

it appears that Comrs have made  
 Partition of the premises described in the bill of  
 Complaint in this cause between said Whitney  
 and John Tilton Admr & al, according to their  
 respective interests &c, by which partition said  
 Comrs have divided the whole of said premises  
 into 8 allotments and have set off in severalty  
 to said Whitney two of said allotments viz No.  
 1 and 2 including in the same Blocks or Lots  
 1 & 2 as the same are described and marked  
 on the Plat of said premises which said Plat  
 is annexed to and made a part of the said  
 report, the said premises containing  $12 \frac{24}{100}$  acres.

To John Tilton Admr aforesaid Lot No 3.  $4 \frac{43}{100}$  ac

To Nelson Trade . . .	Lot No 4.	1 $\frac{1}{100}$ acs
" Crested St. Wright	" " 5.	1 $\frac{1}{100}$ "
" Uniah Utley	" " 6.	1 $\frac{1}{100}$ "
" George Wake	" " 7.	$\frac{25}{100}$ "
" Daniel Dow	" " 8.	$\frac{25}{100}$ "

Ordered and decreed that said Report stand ratified and confirmed, and that the partition so made be firm and effectual forever.

Costs to be paid by Complainants and Defendants in proportion to their respective interests in the premises.

Recorded in Book I. Records of Cook County let. Com: Pleas  
Page 145. 6 Now Term 1853.

To that referred to in above Partition see Chain of Title at end of this Abstract

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William Whitney & W<sup>fe</sup> Deed dated Nov 17, 1853  
52— to ———— } Consider \$4800 Quit claims  
James St. Res . . . } 76 Blocks 1 & 2 in the S  $\frac{1}{2}$   
Loc. 46. 107 of S. N.  $\frac{1}{4}$  of N. E.  $\frac{1}{4}$  of  
Sec 20. 39. 14, reference to Subds & Partition

of said Tract by the Cook Co; lot of Corn; Pleas  
at November Term 1853.

Recorded November 21. 1853 Book  
Page .

Subdivision of Map of Subdivision of Blocks 1 &  
53. — by — } 2 in the S $\frac{1}{2}$  of S. W $\frac{1}{4}$  of N. E.  $\frac{1}{4}$   
James, H. Rees } of Sec 20. T. 39. N. R. 14 E subdivided  
Doc 46, 108 into Lots, each 24 feet front by  
120 ft deep except Lots 1 and 108 in Block 1.  
said lot 1 being 24.3 ft front by 24.2 rear  
Lot 108. being 24 ft front by 24.1 rear.

Acknowledged by said Rees as Proprietor  
21. Novr 1853.

Recorded Novr 21. 1853 Book 49 of Maps  
Page .

The foregoing is an Abstract of the Title  
to Blocks 1 and 2 in the S $\frac{1}{2}$  of the S. W $\frac{1}{4}$   
of the N. E.  $\frac{1}{4}$  of Sec. 20. T. 39. N. R. 14. E.

We find no Conveyance of said premises  
by any of the parties named as Grantees or

Grantors in said Abstract, recorded in the Office of the Recorder of Cook County, Illinois, prior to the dates of record of the deeds by them respectively as above set forth, neither any Judgments, against any of said parties in the Municipal, Common Pleas or Circuit Courts of Cook County, which are liens on said land.

We find no unredeemed tax Sales of said premises.

Chicago

Dec. 13. 1853.

J. H. Rees & Co

by H. G. Chase.

Exhibit B.

Abstract of Title.

to

N.  $7\frac{1}{4}$  of N.  $E\frac{1}{4}$  of Section 20, Town 39.  
N. Range 14 E.

Receiver

1. — to —

William Bennett } Receipt, No 1678, dated Decr 27.  
1836 for \$100. in full payment