

12339

No. _____

Supreme Court of Illinois

^U
~~F~~ulton & Lyons Ferry Co.

vs.

Iowa Land Co.

An Chancellor. S. & C. }
State of Illinois

Sith of care --- Lyons & Fulton Ferry company
vs. The Iron Land company

State of Iowa
Clinton County

C. Hurlburt Toll of the City
of Clinton, in said State and County be-
ing duly sworn says, that he is informed
and believes that on the 11th day of Feb-
ruary 1853, an act was passed by the
Legislature of Illinois, authorizing and li-
censing William H. Knight to continue,
keep and maintain the Ferry which he
purchased of Augustus Phelps in his
lifetime (since deceased) in Fulton City,
Whiteside County and State of Illinois,
across the Mississippi River from a point
on the Eastern Bank of said River at
the end of Ferry Street, to the Town of
Lyons on the opposite side thereof, in Clinton
County and State of Iowa, that the said
act also conferred on the said William
H. Knight, his heirs and assigns the ex-
clusive right of having, continuing and
maintaining and using said Ferry across
said River three miles above and be-

low said point or place at Ferry Street and to have and receive all the advantages and emoluments arising from the use of said Ferry for and during the period of thirty years. That the said act was declared and deemed therein to be a contract between the State of Illinois and the said William H. Knight, his heirs and assigns which said act contained other stipulations and provisions which may be seen by reference thereto and by a copy of the same hereto annexed.

This deponent further States on his like information and belief, that after the passage of said act the said William H. Knight duly assigned and conveyed all his franchises, rights and privileges granted by said act of the Legislature of Illinois, to Richard K. Allen and Lovell White and which conveyance bears date on the 21st day of March 1855. That on the 7th day of May, 1855 the said Richard K. Allen and Lovell White duly applied to the County Judge of the County of Clinton and State of Iowa for the granting of a Licence to keep a Ferry across the Mississippi River at the City of Lyons in said County. To which application no

remonstrance was made and it appearing to the Court that there was good cause for granting the same. It was therefore ordered, on the 1st of May 1855, that said Richard K. Allen and Lurell White have a licence given them to keep a Ferry as aforesaid, from the time they shall file their Bond as required by law in the penal sum of \$500, until the 2^d day of January 1864, with the exclusive privilege of for a distance of one mile above and one mile below the foot of Main Street in said City. Providing also that said Allen and White should keep said Ferry in good condition for the accommodation of the travelling public at all reasonable times for the safe crossing of said River at said point as by reference to said licence or order of said Court

on file in the office of the Recorder of the said County of Clinton will more fully appear and that the Bond as required by said order or licence was duly executed and filed by the said Allen and White in the proper office.

This Deponent further says on his like information and belief that on

the 21st day of March 1855, the said Richard K. Allen duly conveyed and released to the said Lovell White one half of all the right title and interest of said Allen in and to said Ferry right and franchise. And that on the said 21st of March the said White and Allen conveyed the said Ferry franchise and privilege by way of Mortgage to one William J. Shephard to secure the payment of the sum of three thousand Dollars as particularly stated in said Mortgage. That on the same day last mentioned the said Shephard released and conveyed all his right title and interest in and to said Ferry rights and privileges to said Allen and White. That on the 13th day of November 1855 the said Allen & White & one Thomas Crew duly conveyed and transferred all of said Ferry rights & privileges to John P. Reznor of the said City of Clinton and that said Reznor paid and agreed to pay as the price and purchase money of said rights and privileges the sum of twenty thousand dollars a part of which was paid in cash and the balance secured by notes as

hereinafter stated That on the 29th of November 1855 the said Reynor released, Conveyed, and assigned all his right title and interest in and to said Ferry rights and privileges, to the Iowa Land Company which Company had been duly organized and incorporated under and in pursuance of the Laws of Iowa. That on the purchase of the said rights and privileges the said Company repaid to said Reynor all the monies he had advanced in said purchase and at the same time the said Company executed and delivered their notes of hand to said Allen, White and Crew for the balance of said purchase money and which was duly received and accepted by them. All of which conveyances and assignments have been duly recorded in the offices of the Recorder of the County of Whiteside in Illinois, and the County of Clinton in the State of Iowa and a record of which conveyance as certified by the Recorder of the County of Whiteside as here to annexed. This deponent further saith - That in or about the Month of April 1855

a new town was laid out on the West Bank of the Mississippi River, in the County of Clinton and State of Iowa, and which is now known by the name of the City of Clinton, and which lies from two and a half to three miles Southerly from the City of Lyons. That immediately after the purchase of said Ferry rights and privileges by the said Reznor he applied to the County Judge of the said County of Clinton by petition for a licence to keep a Ferry from the north line of the said City of Clinton to Sutton City, in Illinois, with the exclusive privilege for one mile above and below said City of Clinton. That on the 3^d day of December 1855 the County Judge of said County of Clinton granted to said Reznor the licence asked for by said petition for a term of years not exceeding five - provided the said Reznor should execute a bond to the County of Clinton conditioned as the law directs, in the penal sum of Five thousand Dollars with approved security and which bond was duly executed as required by said or licence and filed in the office of the Recorder of said County.

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That when the said Ferry rights and privileges were purchased by the Iowa Land Company from the said Reyno the only Ferry which had previous thereto been kept up between the Cities of Fulton and Lyons was by a small and partially dilapidated Boat propelled by Steam called the Sarah, and which the Iowa Land Company did not regard as sufficient for the wants and accommodation of the travelling public and that immediately after the purchase of the said Ferry rights and privileges and in or about the Month of December 1855, the said Company purchased a much larger and better Boat called the Queen City which was fully fitted and repaired and placed, at the opening of the Spring of 1856, on the line between the Cities of Fulton and Lyons, and regularly continued on said route together with the occasional aid of the said Ferry Boat Sarah, whenever the same was required. When the last mentioned Boat became so useless that she was withdrawn from the line in the summer of 1856 and the Queen City continued to run

to the full commience of the public between the cities of Fulton and Lyons, during the season of 1856. This deponent further states on his information and belief That the cost of the Ferry Boat Queen City, including her necessary repairs during the season of 1856. was \$6.856.87c actually paid by the said Iowa Land Company. That in or about the Month of June 1856. The said Company purchased and put upon the line between the cities of Fulton and Clinton a large and Substantial Ferry Boat called the Commodore, at a cost of \$10.162.24c and have also expended in the building and repairing of Docks for the use of said Ferry Boats, repairs thereon at the cities of Fulton, Lyons, and Clinton at least the sum of \$5.500, making an aggregate, including the cost of said Boats and Docks of about \$52.061¹¹/₁₀₀. This deponent further says That on the opening of navigation, in the Spring of 1856 he was placed in charge, by the Iowa Land Company, of the Ferry between Fulton and Lyons, and continued in such charge until about the

1st of August, 1856.

That during this period the said Boat was run regularly at an average number of from 10 to 15 trips per day and as this Deponent believes and as he has often heard many of the citizens of both Lyons and Fulton declare to the entire satisfaction and accommodation of those passing over it.

That after Deponent ceased to have charge of said Ferry, the said Boat continued to run with its accustomed regularity and continued so to do as far as the season and the high winds in the fall would admit, until the close of navigation, and so far as this Deponent is informed and knows the citizens of both Fulton and Lyons almost universally expressed their satisfaction of the manner in which the Ferry had been conducted during the year and the great and material improvement which had taken place when the Sarah was the only boat on the line.

This Deponent further saith that although the Iowa Land Company

was the original Proprietor of the new City of Clinton and all their interests were identified with the growth and prosperity of the new City. They delayed placing the Queen City on the line between Fulton and Clinton for the sake of giving all the necessary accommodation to Fulton and Lyons, although the same was done at the great injury of Clinton - and this Deponent when in charge of said Ferry specially directed the officer in charge of the Queen City to run the Boat in such manner as to specially accommodate the people of Lyons and Fulton without regard to any other consideration.

This Deponent says - That so far as he knows and believes the Ferry has been carried on since it came into the hands of the said Land Company and during the season of 1856 at a loss of about \$4,000 over receipts and that from since received neither Boat has or can pay the ordinary expenses of running up to this period in the Season

L. Hulbert Toll

Subscribed and sworn to before me on this 2nd day of June A.D. 1857.

Charles Scott

An act to authorize William H. Knight to keep a Ferry
across the Mississippi River

In force Feb 11th 1853

Sec 1st Be it enacted by the people of the State of Illinois
represented in the general assembly - That William H.
Knight is hereby authorized and licensed to continue, keep,
and maintain the Ferry which he purchased from Augustine
Phelps in his life time, since deceased, in Fulton City,
Whiteside County, Illinois, across the Mississippi river
from a point on the eastern bank of said river, in the
end of Ferry St, to the town of Lyons on the opposite bank
side thereof, in Clinton County, State of Iowa; and the
said Wm H. Knight, his heirs and assigns, shall have the
exclusive right of having, continuing and maintaining and
using said Ferry across said river three miles above and
below said point or place in Ferry St, and to have and
receive all the advantages and emoluments arising from
the use of said Ferry for and during the period of thirty
years - Provided that this act shall not be so construed
to defeat any claim or demand that the heirs or legal
representatives of the said Augustine Phelps, deceased, may
have against said Ferry, for any balance being or remaining
unpaid upon the purchase of the same from said Augustine
Phelps in his life time, since deceased -

- (2) This act shall be deemed a contract between the State of
Illinois and the said William H. Knight, his heirs & assigns,
- The said Wm H. Knight, his heirs and assigns, on their
part, in consideration of the privileges granted in the
foregoing section, shall keep and use said Ferry according
to the laws of the State of Illinois regulating Ferries -
But is further provided, that the ferry boat to be used
on said ferry shall be of good size and dimensions - sub-
stantially built, and propelled by Horse or Steam power -
- (3) This act may be repealed, altered, amended, or modified
whenever the public good require it - This act shall

(the effect and be in force from and after its passage
Approved Feb 11th 1853.

State of Iowa }
County of Clinton } S.S.

Charles W. Young of the City of Clinton in said State and County, being duly sworn saith - That he was the conductor of and had charge of the Ferry between the Cities of Fulton & Lyons on the Mississippi River from the opening of navigation in the Spring of 1856 up to, on or about the Month of October in the same year - That the Boat running on said Ferry was called the Queen City and was a good and substantial vessel in first rate repair and during that period was run in a regular manner at the rate of about fifteen trips per day - That the instructions he received from the Superintendent of said Ferry was to conduct the said Boat in such manner as in the greatest degree to accommodate the travelling public and especially the Citizens of Lyons & Fulton and which instruction this Deponent complied with in good faith - That this Deponent often heard many of the Citizens, both of Fulton & Lyons express their Satisfaction with the manner in which the said Ferry was conducted & from his own knowledge he states said Ferry was carried on in a manner far more effectively & useful to the public than it had been done for the two years preceding the time this Deponent took charge of said Boat

C. H. Young
a

Subscribed and sworn to before me
this 2nd day of June A.D. 1837.

Charles Scott
Notary Public

State of Iowa, }
CLINTON COUNTY,

District Court, in and for the county and State aforesaid, being @ court of Records,
do hereby certify that Charles Scott whose name is subscribed

to the above and foregoing certificate of acknowledgment of the within and foregoing
Affidavits was, at the date of said acknowledgment to wit, on the

2nd day of June A. D., 1857 @ Notary Public

in and for said county, duly-qualified and authorized by the Laws of this State, to
take acknowledgments of deeds and conveyances of Real Estate therein.

And, I do further Certify, that I believe the signature of the said

Charles Scott
subscribed to said acknowledgment, to be genuine, and that the within and
foregoing instrument is executed and acknowledged, according to the laws of
this State.

In Testimony Whereof, I have hereunto set my hand, and affixed the
Seal of said Court, this 2nd day of June A. D., 1857

Loring Wheeler Clerk of said Court.

State of Iowa, }
CLINTON COUNTY, }

S. **LOREN WHEELER**, Clerk of the

District Court, in and for the county and State aforesaid, being a court of Records,
do hereby certify that Charles Scott whose name is subscribed

to the above and foregoing certificate of acknowledgment of the within and foregoing
Affidavits was, at the date of said acknowledgment to wit, on the
2nd day of June A. D., 1857 @ Notary Public

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And I do further Certify, that I believe the signature of the said

Charles Scott

subscribed to said acknowledgment, to be genuine, and that the within and
foregoing instrument is executed and acknowledged, according to the laws of
this State.

In Testimony Whereof, I have hereunto set my hand, and affixed the
Seal of said Court, this 2nd day of June A. D., 1857

Loring Wheeler Clerk of said Court.

State of Iowa }
Clinton County } ss

Walter H. Cren
Farleton P. Cren Joseph B. Keeler
Aurelius C. Root William M. Evans
M. G. Youmans Alvan W. Bell
Samuel H. Cren Being duly &
separately sworn ~~do~~ each for himself
deposes & says that he is a resident
of the City of Lyons Iowa & has been such
resident during the year of 1856. That he
has had a good opportunity of knowing by
personal observation & otherwise in what
manner the Ferry between Lyons City - Iowa &
Hulltown City Illinois has been conducted
during said year. That the Ferry Boat Queen
City was employed on the ^{as the regular Boat} route at the beginning
of the year 1856 & has been so continued up
to the present time. That the said Boat was &
is a good & substantial vessel in proper repair
of sufficient capacity & performed her trips
with as much regularity & promptness
as could reasonably be expected & as the
deponents each verily believe accommodated
the Public & the Citizens of Lyons ^{& Hulltown} so far
as ~~such~~ circumstances would permit.
& that deponents each for himself

say that they have heard many
Citizens of the Cities of Lyons & Fulton
aforesaid express the opinion that
said Boat was managed to
so as to accommodate the
Public & the Citizens of the said
Lyons & Fulton so far as could
be reasonably expected.

Saml. C. Crew

Alvan W. Bell

M. B. Gayman

W. M. Evans

A. C. Root

J. P. Keeley

J. V. Crew

Walter. H. Crew

State of Iowa & Personally appeared before
Clinton County this 2nd day of June A.D. 1851
each ~~one~~ of the persons whose
names are subscribed to the foregoing
Affidavit, and subscribing their names
hereto swore that the facts set forth in
the above affidavit were true
witness my hand and seal Notarial

Charles Scott
Notary Public

new Belle & Gayman

State of Iowa }
Clinton County } ss

I Roman Showersman being
duly sworn do depose & say that
I am a Resident of the City of
Lyons Iowa & have been such
Resident 2 years & over. Am a
Machinist by occupation
Have known the Ferry Boat
Queen City plying between Lyons
Iowa & Fulton Ill since December
1855. Have done the repairing
of her machinery since that
time. The Machinery of said
Boat has during this period
been kept in as good repair
as possible. The owners of said
Boat have always since I have
known her endeavored to prevent
delay in the running of said
Boat by having repairs made
& new parts of her machinery
prepared so as to be put in
place whenever there was an
indication of failure in any
part of her machinery. Said
owners have in my opinion
exercised more than ordinary

case & diligence I have made
more than the usual amount
of expenditures to keep the said
Boat in running Condition.

J. Showerman

Subscribed and sworn to
before me this 2nd day of June A.D. 1857

Charles Scott
Notary Public

Showerman

State of Iowa } S.D.
Clinton County }

Isaac E. Baldwin of the City
of Lyons in said State and County being duly sworn
says - That he resides at said City of Lyons & took charge
of the Ferry Boat between this in or about the month of
October 1856, as conductor and remained there until
the close of navigation of that year - That during
the whole of said period the said Boat was run
with great regularity & efficiency and as Depo-
nent believes, to the general satisfaction of the public and
of the Citizens of both Fulton and Lyons and which
satisfaction he has frequently heard expressed by
many of those Citizens

Isaac E. Baldwin

Subscribed & Sworn to before me
this 2^d day of June 1856.

Charles Scott, Notary Public
~~Joseph H. Smith~~
Notary Public

fidant
of

C. E. Baldwin



State of Iowa }
Clinton County } ss.

I Abram Buckhout
being duly sworn do
depose & say that I have resided
in the City of Lyons since the 3^d
of August 1835. That from that
time till the month of December 1835
the Boat in use between the Cities of
Fulton & Lyons was a small steam
ferry Boat called the Sarah. That this
Boat was not of sufficient power &
capacity to properly accommodate the
public & that during or shortly
before the month of December 1835
the Iowa Land Company purchased
the ferry Charter between the Cities
of Lyons Iowa & Fulton Ill as this
deponent is informed & verily
believes & thereupon immediately
purchased & placed in the place
of the said Sarah another Steam
Boat called the Queen City which
said Boat has since been
running as the regular Ferry
Boat between the said Fulton &
Lyons. That the said Queen
City is a much larger more
powerful & more convenient Boat
than the Sarah. That the said

Queen City is capable of doing all the business between said Fulton & Lyons & has been at all times since she has been used as such Ferry Boat of sufficient capacity to do said business. That the said Queen City has afforded to the Public far greater facilities than were afforded by the ~~Queen~~ Sarah & has in all respects answered the purpose of a Ferry Boat so far as could reasonably be expected. That during or about the month of June 1836 the said Iowa Land Company as deponent is informed & verily believes purchased another Steam Ferry Boat called the Commodore & that at various ~~times~~ & frequent times since that date the said Commodore has in case of ~~the disabling~~ accident to the Queen City taken the place of the Queen City & run as the Ferry Boat until the Queen was prepared for service again. thereby affording to the public the ~~an~~ convenience of having two Steam Ferry Boats to be used alternately as occasion might require.

Deponent further states that he ~~entered~~
was employed by the Iowa Land
Company on said Queen City & at
her landings in the capacity
of an overseer & head Carpenter
from September 10th 1836 to December
3^d 1836. That in this capacity it was
a part of his duties to attend to &
assist in the landings & trips of
said Boat. That during the time
in which he was thus employed
the said Boat was run so as
to do the business & accomodate
the Cities of said Lyons & Fulton so far
as could reasonably be done. That
the employees on said Boat always
endeavored to run said Boat in
such a manner as to afford the
greatest degree of Accommodation to
the Public & to the Citizens of said
Lyons & Fulton. That the time
when I was employed on said
Boat was at a season when
high winds frequently prevailed
& that on certain days it was
extremely difficult & at sometimes
hazardous during such winds
to run said Boat regularly
~~but~~ and that he has at

various times & frequently heard
many of the Citizens of ~~Sydney~~
said Lyons & said Fulton
speak of the management
of said Boat & express the
opinion that said Boat was
well run & afforded ~~it~~ as
much accommodation as
could be seasonably expected.

Abraham Burtchom

Subscribed & Sworn to before
me this 2^d day of June 1837.

~~Joseph H. Hildt~~

~~Antony Public~~
Charles Deane Notary Public



For the within copy
of the 19th of
June 1837

For the within copy
of the 19th of
June 1837

Burtchom

An. Chancery

S. J. Cr. State of Illinois. in the case entitled

Sykes & Fulton Ferry Company
vs The Iowa Land Company

I, Lucius B. Crocker, of ^{in the State of New York} Oswego, of lawful
age, on oath depose & say, that I am, & since the
first Monday of June 1856 have been the President
of the Iowa Land Company - that I was a
member of the said Company ~~from its formation~~ ^{since the fall}
~~in July & August 1855.~~ ^{of} - that said ^{Co.} purchased
during said year of 1855 from the assignees of
Wm H. Knight, the ferry franchise, & the boat then
belonging to said assignees with all the privileges
& appurtenances thereto belonging, granted to
said Knight by the State of Illinois - that
for the exclusive right to continue & maintain
a ferry between a certain given point in Sykes
& a point in Fulton, on the Mississippi River &
for three miles above & below said points -
that said Company paid therefor a large sum
to wit; the sum of Thirty Thousand Dollars.
- that since said purchase, a large & commodious
steamer, the "Queen City", was purchased by said
Company, at a cost of over six thousand dollars
& was placed upon the route early in the
Spring of 1856. - that so far as this affair
is known & believed, said boat has per

performed her trips with great regularity
& to the general satisfaction of the public, & to
their reasonable accommodation; that during the
whole year of 1856. & until the present time,
no complaint has ever been made to him as
President of said Company or otherwise, by any
person residing in Lyons or Fulton, or elsewhere,
nor has he ever known or heard of any such
complaint ever being made to any Officer
of said Co. that the people were not entirely
satisfied with the accommodations provided, &
the running of said Ferry.

He further states, that though he was the
President of said Co. he never had any notice
served upon him by order of the Legislature of
the State of Illinois, nor did he ever learn or
hear that any such notice was ever served
upon any Officer or member of said Co. that
any application had been made to said Legis-
lature for the granting of any other charter
for the purposes & with like privileges as are
granted by the Charter to said Knight & his
associates. & he firmly believes that no such
notice was ever ordered upon, or given to the
said Land Co. or any of its members.

— That to the best of his information & belief no hearing was ever had by said Legislature or any Committee thereof, at which said Co. was represented - nor opportunity of such hearing given. —

He further states that the large outlay of money, amounting to over \$50,000 as he believes - which has been made by said Co. under the rights then procured by them was in view of being ultimately remunerated & of deriving a profit therefrom in consequence of a large increase of travel & freight which they hoped would be brought to said Territory by the construction of a railroad into the interior of the State of Iowa, which the members of Quail Land Co. (with others) had located & were proceeding to build, which road is now running some seventeen miles & is rapidly progressing towards Cedar Rapids - & upon which has already been expended a very large amount to wit, about \$400,000 — (including the purchase of ties & iron not yet laid) of which sum the Iowa Land Company (as a Company) had advanced the sum of

2339-2

\$149,000. & by far the larger portion of the balance has been paid by persons who are members of said Land Co.

This affidavit further states that relying upon the faithful performance upon the part of the State of Illinois of its portion of the contract said Co. has made the large expenditures before named, & has faithfully on its part performed all that it had undertaken to pay even though at a loss of of some \$4,000 in so doing; confidently trusting upon the future wisdom which should accumulate by reason of said road for ultimate remuneration & profit & that any impaction upon its operations must result in loss & damage to said Co. of many thousands of dollars.

L. B. Crocker

This affidavit subscribed and sworn to before me by the above named L. B. Crocker, who personally appeared before me on this third day of June, A.D. 1857. Witness my hand & notarial seal,

Charles A. Gregory, N.P.

Chicago.
Cook Co. Ill.

Case entitled,
Lyons & Fulton Ferry Co.
vs. The Iowa Land Co.

State of Illinois

Whiteland County

Everett A. Ingals of said
County & State being duly sworn
says and that he has been a
resident of Fulton City since
Nov 1835 and that at the said
time 1835 he was in the Grain
& Produce Business in Fulton
City County & State aforesaid on
the levee on the Bank of the
Mississippi River about 240
feet from the landing of
the Ferry Company Boat and
afterwards about the middle
of May 1836 he entered into the
employ of Galena & Chicago Union
Rail Road Company in the
freight depot which said
depot was situate at the
landing of said Ferry Co
and that he has had a good
opportunity of knowing by
personal observation and the
expression of the people generally
in what manner the Ferry
was conducted between Lyons
& Fulton City during said time
and the ^{Ferry} Boat between City was

placed on the River at the
commencement of the Season
and was so continued till
the end of the same that
the Boat was a good & substantial
vessel and in excellent Repair
and performed all her trips
with great regularity & frequency
all unavoidable accidents excepted
and when said Boat was dis-
abled by accident the Steam
Ferry Boat - Carradine was
promptly placed in her stead
and said Ferry as this deponent
believes and therefore states
was so conducted as to accommodate
the people at large as well as
the citizens of Lyons & Fulton
city in the greatest possible
degree and such this deponent
believes was the opinion of the
people generally

Subscribed and sworn before
me this second of June 1837

O. A. Ingalls

Julius E. Hibbard
Notary Public



Mr. Chancellor.

S. J. Ct. State of Illinois - In case entitled

Syons & Fulton Ferry Company

vs The Iowa Land Company

State of Illinois } S. D. Leander Smith of Fulton City
Whitson County }
in said State & County being duly sworn saith - That he
is now a resident of Fulton City and engaged in the
business of Banking - That he was a resident of
the City of Syons and State of Iowa from some time
during the year 1854 up to about the ^{11th} ~~early part~~ of ^{Nov-1854}
~~the present year~~ when he removed to Fulton City

That during the period of his residence at both
places he has been well acquainted with the man-
ner in which the Ferry has been conducted at
those points - That Deponent opened a Banking
office during the fall of 1855, whilst his family
resided in Syons, and was in the habit during this
period of navigation that fall and the whole season
in 1856 of passing back & forward by said Ferry at least
twice a day & had a good opportunity to know in what
manner the same was conducted - That in the Spring of 1856
a good & Substantial Ferry Boat was placed on the route called
the Queen City, which was run with great regularity & Efficiency during
the whole season to a much greater degree than the preceding year
& as Deponent believes to the satisfaction of the public
& ^{the} ~~the~~ ^{general} Citizens of both Syons & Fulton in particular.

Leander Smith

I James H. Kelly a notary public in and for Winnebago
County in the state of Illinois do hereby certify
that Leander Smith who is personally known to
me as the same person whose name is subscribed
to the within document appeared before me this day
in person and acknowledged that he executed and
delivered the said instrument of writing as his free
and voluntary act for the uses & purposes therein
set forth

Given under my hand and official seal this
2^d day of June 1857

James H. Kelly
Notary Public



Case in ~~the~~ ^{Lynn & Fulton Ferry Company}
vs The Iowa Land Company

State of Illinois }
Whiteside County } Chas L Carlston of
Said County & State being duly
sworn Says that he was a
resident of Fulton City in said
County & State prior to the
opening of the Mississippi River
1836 and that he was engaged
in Business in a ~~new trade~~
forwarding House on the same
Wharf on the River and at the
Landing of The Ferry Boat
Linn City and that he continued
in said Business during a greater
portion of the navigable ^{of said year} season
and that he knows that said
Ferry Boat Linn City commenced
running as a Ferry Boat with proper
Skepps and appendages as soon as
said River would admit of the
cropping thereof in consequence of ice
and that she continued ^{so} to run
during the whole of said navigable
Season unavoidable ^{accidents} except and
whenever any accident did occur
the Steam Ferry Boat Commodore
was promptly placed in her stead
and that so and that said Ferry

was managed in such a manner
as this deponent believes as to
accommodate the Public at Large
as well as the Citizens of Lyons
and Fulton City in the greatest
possible degree and such this
deponent believes was the opinion
of the people generally

Subscribed and sworn to before
me this 2^d day of June 1837

John E. McKim C. L. Carlton,
Notary Public



San antitha

Syons & Fulton Ferry Company
vs
The Iowa Land Company

State of ^{Illinois} ~~Iowa~~ }
~~Whitewater~~ County } S.D. Lyman. Blake. Homer
Counsel

being duly
Sworn each for himself deposes and says
That he is a resident of ^{Fulton} ~~Syons~~ City in
said State and County and has been
such resident before and during the year
1856- That he has had a good opportu-
nity of knowing both by personal obser-
vation and otherwise in what manner
the Ferry was conducted between Syons and
Fulton during said year- That the Ferry
Boat Queen City was placed on the route at the
beginning of the Season of 1856 and was so continued
till the end of the same- That the Boat was
a good and substantial vessel, in excellent
repair and performed all her trips with great
regularity and frequency and in such a man-
ner as this Deponent believes as to accommodate
the public at large as well at the cities of
Syons & Fulton in the greatest possible degree & such this
Deponent believes was the general opinion of the
citizens of both those places

State of Illinois }
Whiteside County }

Lyman Blake
Homer Caswell

I James F. Pillsbury, Notary Public in and for said
County in the State aforesaid do hereby certify
that Lyman Blake & Homer Caswell who are personally
known to me as the same persons whose ^{names} are subscribed
to the within document appeared before me this day in
person and acknowledged that they executed and deliv-
ered the said instrument of writing as their free and
voluntary act for the uses & purposes therein set forth
Given under my hand and seal this 2^d day of June
1857.

James F. Pillsbury

Notary Public

Payson Trask

C. A. Warrens

S. M. Vostell

J. H. Wright

C. W. Wheeler

James Johnson

J. J. Litch

D. L. Ormell

E. R. Carson

Daniel Oliver

C. I. Cauldon

J. Gay

C. H. Muellicke

Patrick H. Hackett

G. Goldberg

Thomas E. Eley

Philip Goldman

W. L. Garrison

George H. Hackett

J. G. Wray

Geo. S. Phelps

May V. V. V.

J. J. Wiswell

R. B. Hackett

C. W. Wray

Harvey Trask

State of Illinois

Whiteside County Julius E Hubbard Notary
Public in & for said County State of Ill
do hereby certify that on this 2^d day
of June AD 1837 personally appeared
before me

Pason Trask E H Haven J A Wright
Lepe Johnson S J Burge Daniel Oliver
H. Gay Patrick Haverly Thomas Exley
W J Garrison S M Huston C A Wheeler
S J Libby E R Carson C L Carleton J H
Mullikin G Goldbray Phillip Goldman
George Kleinert J L Knight Geo S Phelps
J Van Valkenburg J J Wiswell E B Blodgett
C Upson and Henry Trask
who being duly sworn each for himself
deposes and says that he has heard
read the affidavit - subscribed by
Lyman Blake and Homer Caswell
and that he believes the facts therein
set forth to be true to the best of his
knowledge information and belief
Subscribed and sworn before
me this 2^d day of June AD 1837

Julius E Hubbard
Notary Public



Syons & Fulton King Co
by
Lowa Land Co

219

Filed June 6 1857

1857

12339



Dr. L. N. Dimmick,
Philo J. Dimmick.

Ottawa, March 1866
No. Supreme Court House

Bought of Dr. DIMMICK & BROTHER,

TERMS CASH.

DEALERS IN DRUGS, MEDICINES, PAINTS, OILS, GLASS, &C.

1865-

Aug 30 1 qt Best Coach Body varnish 2.00

[2339-22]

(Handwritten notes, likely bleed-through from the reverse side)

Dr. L. N. Dimmick,
Philo J. Dimmick.

Ottawa, June
M. Supreme Court House

1866

Bought of Dr. DIMMICK & BROTHER,

TERMS CASH.

DEALERS IN DRUGS, MEDICINES, PAINTS, OILS, GLASS, &C.

April 4	1 Cake Soap $\text{\pounds}^0$	16th	1 Box Soap $\text{\pounds}^0$	90
16	1 1/2 Box Soap $\text{\pounds}^0$			60
May 26	1 Bar Ball Soap $\text{\pounds}^0$	4/-	1 do. Barber Soap $\text{\pounds}^0$	90
				<u>2.40</u>

Supreme Court
House
2nd

Paid July 14. 1866
by C. Williams

PRINTED BY
DICKINSON & BROTHERS

Dickinson

Abstract of a Ferry Franchise established across the Mississippi River from the western terminus of Ferry Street in Fulton City, White County and State of Illinois to the eastern terminus of Main Street in the City of Lyons in the County of Clinton and State of Iowa, said Franchise created and transferred as follows to wit

State of Illinois Ferry franchise between Fulton Lyons
Co Franchise to William H. Knight by
William H. Knight An act of the Legislature of the
State of Illinois approved Feb 11th
1855

William H. Knight Conveyance of said Franchise
Co by deed from said William
Richard H. Allen and H. Knight, and dated
Lorell White March 21, 1855, and recorded
in the Records office of White County
and State of Illinois on the 25th day of
March 1855, at 6.00 O.C. & Recorded in Book
N. Page 503

Richard H. Allen Quit Claim deed from
Co said Allen to said White
Lorell White for one half of said Ferry franchise
dated March 21, 1855. Recorded March 24, 1855. & Recorded
in Book N. Page 504, at 5.00

Brought over

Lorell White &
Richard H. Allen
Go
William J. Shepherd } Mortgage, Dated March
21st 1855. Recorded March 25th
1855, at 5. P.M. Recorded in Book
N. Page 496. To receive the payment
of 3000⁰⁰

William J. Shepherd
Go
Richard H. Allen and
Lorell White } Deed of Release of the
above Mortgage
Dated March 21, 1855
Recorded March 24th 1855.
Recorded in Book N. Page
502 at 6. P.M.

Richard H. Allen
Lorell White and
Thomas Brew
Go
John P. Pezner } Conveyance of said Ferry
franchise by deed dated
Nov. 13th 1855. & Recorded Nov.
28th 1855. in Book Q, Page
175, Consideration 3000⁰⁰
Go conveyed from Allen & White & Thomas Brew on record as
appears from a search made this day April 21, 1857
Carried over

John P. Rizer
Esq

The Iowa Land Company

Conveyance of said Ferry
franchise by deed dated
Nov, 29th 1855. Recorded in
Book Q, Page 280 Recorded Dec 18th
1855, Consideration \$5.00

State of Illinois
Whitcomb County

J. R. L. Wilson Clerk of the Circuit Court
in and for said County and State, & officio Recorder of
deeds in said County do hereby certify that the foregoing
is a true abstract of the title to the before mentioned
Ferry Franchise from Fulton City in Whitcomb County
Illinois to Lyons in Clinton County and State
of Iowa, as appears from a search of the records of
title in my office, and I find no other Conveyances of
said premises by any of the parties named in said Abstract
as grantor or grantee, recorded in my office prior to the
date of the Conveyances as herein set forth

Witness My Hand and Seal of said Court this
21st day of April 1857
J. R. L. Wilson
Clerk

Lyons & Kulton
Merky Co.
by
Lowa Land Co

Filed June 6. 1857
L. Leland
CLB

12337

24

Cause entitled, Lyons & Fulton Ferry Company
vs The Iowa Land Company

I, Charles Wacker of Chicago, in the State of Illinois, of lawful age, depose & say

That I am a member of the "Iowa Land Company", so called, and a Director of the same, - that I was so during the year of 1856 & have so continued to the present time - that said Co., in view of the increased facilities which, it was believed, would be required for the conveyance of passengers & freight across the Mississippi between the cities of Lyons & Fulton & the points within the limit of the grant made by the State of Illinois to Wm. H. Knight & his assigns, for a ferry across said river, by the construction of a railroad into the interior of the State of Iowa - which road had been located & which the members of said Co. (with others) were about to construct - to reach the said river at a point within the the limits defined by the said grant to Knight & his assigns - purchased from the assigns of said Knight, the franchise to him granted, the boat, docks, & all appurtenances thereto belonging, taking therefor thereof & paying therefor the sum of \$30,000. in the fall or winter of 1855. - That shortly after said purchase, the said Company expended the sum of \$10,000, or thereabouts, in the purchase of two Steam Boats - to ply between the said points so named within said limits. That one of said Boats has been, during the open season of the river plying regularly between the said cities of Fulton & Lyons, and as this affiant believes to the general satisfaction of the citizens of said cities and of the public generally, and furnishing a accommodations much superior to to those ever before by them prior to the plying of said Boat upon such route, and affording

all facilities of ferriage which were required by said charter, or which could reasonably be demanded by the public. Said Co. has also made additional expenditures upon the docks & landings to an amount, as this affiant believes, of more than \$5.000, for the greater convenience of the travelling public.

He further states that, though he was a director in said Co., & residing in Illinois & frequently at Lyons & Fulton no person has ever complained to him of the manner in which said Boat has been run - but on the contrary, he has had every reason to believe, & does believe, that said public were fully satisfied with the management of the same, and further that he has never heard, nor does he believe that such complaint was ever made to any officer or member of the Co. by any person whatsoever.

He further states that though resident in the State of Illinois & well known both at Fulton & Lyons & being a Director in said Company, he never had any notice served upon him by order of the Legislature of Illinois, or by any person at any time, that any application had been made for another charter for a ferry between the said points so named in said grant to said Knight & his assigns, nor did he ever hear, nor does he believe, that any such notice was ever served upon any other officer or member of said Co., nor did he ever know or hear, nor does he believe that said Co. was ever heard, or represented by any person before said Legislature or any Committee thereof upon the subject, or any opportunity given to said Co. for such hearing.

and though he was himself at Springfield about the time said applicants for an injunction procured the act of the Legislature referred to in their application, he knew or heard nothing of the same, & he adds that since he learned of the action of the Legislature he has made repeated inquiries of several members of the Legislature, resident in different parts of the State whether they had knowledge of, or information as to the contents of said act at the time of its reported passage, & has uniformly been answered that they had no such knowledge or information, & your affiant believes that said act was unjustly & wrongfully obtained.

He further states that at or soon after the time of the purchase of the said Ferry franchise & appurtenances by J. P. Kezner & others, he, together with Hon. L. B. Crocker of Oswego, Hon. Thomas T. Davis of Syracuse, N.Y. & A. S. Mitchell Esq of St Louis advanced large sums of money in payment of the same with the understanding that they should, if they should so determine within a given time take the same, & that they did so determine & then passed the benefit thereof over to the Land Co.

He further states that he is the President of said Railroad Co. referred to - that over \$400,000 has already been expended (including that for rails & ties not yet laid) upon the same - that said road is already running about seventeen miles & is rapidly progressing towards Cedar Rapids & that said expenditures upon said road have been made mainly

by Members of said Land Co. & that said Co
has, in its capacity, advanced a large sum
to wit nearly \$150.000 in aid of said road
& that at the time of the service of the pres-
ent application, by reason of the opening of said
road & by increase of travel & freight on said
route, said ^{Land} Company was about to realize
some of the benefits for which the great
outlay appraised upon said parties had been made

And he further states that said expenditures relating to said Ferry have all been made, & the performance of the contract aforesaid, faithfully executed by said Land Co. relying upon the just & faithful performance on the part of the State of its undertakings and agreements in the same.

Charles Walker

Personally appeared before
me the above named Charles Walker,
who being duly sworn, made oath
that the facts in this affidavit
set forth, by him subscribed, are
true,

Witness my hand and Notarial Seal
at Chicago, Cook County, State of Illinois,
this 4th day of June, A. D. 1857.

Charles A. Gregory N. P.

Recd June 6. 1851
J. Seward
Recd

Richard
of
Charles Walker

The Fulton & Lyons
Ferry Company
is
The same Land Company

John C. Buckner being duly sworn says that he has been for the last year an active agent for the management of the business of the Defendant and one of the members of the same Land Company - That said Company has by virtue of the Laws of Iowa a License for a Ferry between the cities of Lyons & Fulton and also a License for a Ferry from Clinton about two miles below Lyons to the opposite shore of the Mississippi River - which two Licenses includes the Iowa shore of the River from a point there one mile below the City of Clinton to a point on the river above the City of Lyons

and That the defendant owns all the land ad joining the Iowa shore from a point on the shore about one mile below the city of Lyons about one and an half miles down the river including the whole front of the City of Clinton - and that said defendants are the riparian proprietors on so much of the shore of the Mississippi River

That defendants owns the land on the Illinois shore from a point about three quarters of a mile below the Town of Fulton, down the River about a mile ^{and} opposite the Town of Clinton and on the riparian proprietors of so much of that shore -

That the ~~Fulton & Lyons~~ ^{Galena} Chicago & ~~Chicago~~ Rail Road terminates on the Illinois shore of the Mississippi in the Town of Fulton a short distance

from the Ferry landing ⁱⁿ said Town - ~~about~~ That
the Chicago Iowa & Nebraska Rail Road com-
mences on the Iowa shore in the City of Clinton
~~and extends westward in the State~~ at a point
about two and a half or three miles down the
the river below the terminus of the Chicago
& Galena Rail Road and extends westwardly
through the State of Iowa -

That the Steamboat ~~Camraderon~~ in the
Bill mentioned, is ~~not~~ used as a Ferry boat ^{between Lyons & Fulton} by
the defendant ~~but~~ except ^{and was at the time of the filing of this} occasionally, she is char-
tered by and is in the service of ~~the service~~ of the
the Chicago Iowa & Nebraska Rail Road Company
and used by it for transporting rails and other
materials for the construction of said Road and
also passengers & freight from ~~the~~ one Rail Road
to the other as a connecting link of transportation
between said Rail Roads - and without which or
some similar mode of transportation the transpor-
tation of goods and passengers would be inter-
rupted -

That unless defendant continues regular-
ly and promptly to run its ferry boat from the
Town of Lyons to the Illinois shore opposite or
nearly opposite thereto its license granted by
virtue of the laws of Iowa will be forfeited
and the franchise and privileges and advanta-
ges will be lost to them

That by reason of Defendants proprietorship
of said Ferry it is bound ~~by the~~ at all times
when the rail arrives in Lyons to transport
it to Fulton & by reason of their ferry right
at Fulton as stated in other affidavits in this
case the defendant is bound on the arrival
of the rails at Fulton to transport them to Lyons

That the Steamboat Commission in the em-
ploy of said Rail Road Company carries the
mails between ^{Fulton} ~~Lyons~~ and Clinton

That the Plaintiff has no Ferry rights or pri-
vileges in the State of Iowa, and does not claim to
have any - nor have they applied therefor at or
near the Town of Clinton - It has applied for
License to run a ferry boat from Lyons ^{to Fulton}, but not
for ~~that~~ a right in exclusion of the defendants,
which application is now pending in the courts
of that State.

And affiant further says that the defen-
dant has full power and authority to use and
enjoy their ferry privileges by virtue of the laws
of Iowa as he is informed and believes

Affiant further says that the complainants
and their assignor, the said Sayre & his associates
procured the passage of the act of the Legislature
of the State of Illinois without the knowledge of
the defendant or any of the members or officers
of the Iowa Land Company - and that the
time the passage of said act was procured
by them or ^{some} ~~either~~ of them, and at the time
the assignment was made by said Sayre as in
the bill set forth the complainants and the mem-
bers of the Company well knew that the
Defendant had a charter from the State ^{of Illinois}, and
full power and authority to use and operate
said Ferry, and that the defendant was then
in the use and occupancy of their franchise,
and were fully accommodated by the public with ferry
~~and further with~~ ^{convenience} - ~~as~~ as he very believes - and

Subscribed & sworn to before me this
5 day of June A.D. 1857

Saml. W. Johnson & Co. Ch. LaSalle &
Ed. Thermo & Co.

Geo. C. Becker

The Fulton & Legans
Ferry Co
vs
The Garra Land Co

J. C. Butler
Affidavit

Filed June 6 1887
S. Leland
Clerk

State of Illinois } can be entitled.
S. J. C. In chancery } Lyons & Fulton Ferry Company
vs. The Iowa Land Co. —

I, P. F. Barber ~~Examiner~~, of the City of
Chicago & State of Illinois, of lawful age, in
court before me

That I am a member of the "Iowa
Land Company" so called, — that to the best
of my knowledge & belief said Company, having
purchased from the assignees of Wm. A. Knight
all the privileges granted to him by the State
of Illinois to run a ferry across the Mississippi
river between the cities of Fulton & Lyons
& for three miles above & below, in 1855, have
expended large sums of money, to wit
\$150,000 or upwards in said purchase, & in
the purchase of superior boats & other useful
appurtenances, in view of the enlarged amount
of travel & freight which would be brought
to said ferry by the construction of a rail-
road extending from a point within said
limits into the interior of the State of Iowa,
thereby requiring such facilities & that so
far as this affair is informed & believes
every accommodation has been afforded to
the public which could have been reasonably
demanded between said cities, & that no
complaint has ever reached him that such
was not the fact, & he believes that the
terms of said grant have been fully & adequately
complied with by said Co. —

He further states that the said Land Co.
has advanced, as he believes, in its capacity
large sums of money in aid of said railroad
to nearly the amount of \$150,000 & that the
principal portion of the residue of \$400,000
expended in the construction of said road &
the procuring of iron & ties for the same, has been

so expended by members of said Land Co.,

And he further states that he had no notice served upon him by order of the Legislature of said State of Illinois, or by any person that any other charter was asked for by any person or persons, for a ferry between said points, that he is a resident of said State & a member of said Co. & he has reason to believe & does believe that no such notice was ever given to any member of said Co. -

He further states that from the best of his information & belief that the public is amply secured for the continued performance of the contract made by said Knight & his assigns for the ferryage aforesaid, by the said Co.

Wm. C. Leavelle

Sworn to and given under
My hand and Notarial Seal
this fourth day of June 1857.

E. C. Lory
Notary Public



Affidavit of
W. C. Leavelle

Filed June 6 1857
L. Leland
Clerk

In Chancery St. State of Illinois
entitled. Lyons & Fulton Ferry Company
vs The Iron Land Company.

I, J. C. Ducker, of Clinton, Iron
Hawpel Co., depose that,

That for the year past I have for
the greater portion of the time been the Chief
General Agent of the Iron Land Company
& having an office at Clinton aforesaid -
that I have had the general supervision
of the affairs of said Company - that dur-
ing all of said time no complaint has
ever been made to me by citizens of Lyons
or Fulton, or elsewhere in relation to the
management of said ferry between said
cities to the effect that the public were
not fully & amply accommodated - but
on the contrary, I have repeatedly heard
both from citizens of Lyons & Fulton the
fullest expressions of satisfaction at the
increased facilities afforded to them since
the purchase of said Ferry franchise by
said Company - & I fully believe that
the public has been in all respects
accommodated to the utmost requirements
of the charter granted to Wm. H. Knight
his agents.

I further state that no notice was
ever served upon me, or upon any officer
of the Company, so far as I know, & believe
to the effect that any other charter was
prayed for or desired from the State of
Illinois for a ferry within the limits of
said charter granted to said Knight.

I have had the supervision of said
Ferry, & have at all times, even to the
great inconvenience & loss to said Company,
afforded to the citizens of said Lyons & Fulton

every accommodation in my power, & more than in my judgment could have been reasonably expected or demanded.

The loss to the Company in running said Ferry, since the two new boats, the "Dusen City" & the "Commodore" have been placed upon the route has amounted to a large sum, to wit about \$4,000. but rising to the construction of a railroad into the interior of the State, & the increased travel at the points upon said river named in said Charter, I had confidently believed that the time was near at hand when the Company would be remunerated for said loss, & for the large expenditures, in part at least, amounting as shown by the books of the office to over \$50,000, heretofore made in the purchase of said franchise, boats docks & connected with said Ferry.

The Books of said Company also show, & such I know to be the fact, that said Company has advanced in aid of the construction of said Railroad, a sum amounting to about \$149,000. for the purpose of rendering their Ferry & other property, more valuable, & to increase the travel & freight over said Ferry without which the same ~~would~~ ~~exist~~, so that the same should cease to be a burden, & yield an income. The railroad is now running 17 miles & it is expected will reach De Witt. (a distance of 20 miles) within one week & in the course of about three months, will be completed another 20 miles - the iron having been purchased for the same & the grading being in process of completion.

The business of ferrying between said cities of

Lynn & Kilton will consequently, I have no doubt, be greatly enlarged thereby. — Having also acted for the Treasurer of said Railroad Co. for the few months past, I am enabled to state relative said road from actual knowledge. —

Jno C Bucher

Personally appeared before me, the above named J. C. Bucher, who being duly sworn, made oath that the facts in this affidavit set forth, by him subscribed, are true, Witness my hand and notarial seal, at Chicago, Cook County, State of Illinois the Fourth day of June, A.D. 1857.

Charles A. Gregory N.P.

Affidavit
of
J. C. Bucher.



Filed June 6 1887
S. L. L. L.