

12288

No. _____

Supreme Court of Illinois

Leflin.

vs.

Herrington.

State of Illinois } s.s.
County of Cook } Hear before the Honorable
John M. Wilson Judge of the Cook County Court of
Common Pleas at a regular term of said Cook County
Court of Common Pleas begun and holden at the
Court House in the City of Chicago in said County
and State on the first Monday, being the fourth day
of February in the year of our Lord one thousand eight
hundred and fifty six, and of the Independence of the
the United States the Eightieth.

Sheweth the Honorable John M. Wilson Judge.

Daniel M. Hoag Prosecuting Attorney

Samuel Andrews Sheriff

Altest

Walter Kimball Clerk

Be it remembered that hereofore to wit on the twenty
second day of March in the year eighteen hundred
and fifty six, said day being one of the days of the
February Term of the Cook County Court of Common
Pleas the following proceedings were had in
in the case in which Augustus M. Harrington et al
were Plaintiffs and Mathew Laflin is Defendant
and entered of Record to wit:

Augustus M. Harrington et al

vs

Mathew Laflin

} Exemption

And now comes the said Defendant by C. Beckwith
his attorney and enters his motion herein for a non trial

in this cause and thereupon also come the said Plaintiff
by Grant Goodrich their attorney and after argument of
counsel heard upon said Defendants motion the Court being
now fully advised thereon, overrules and denies said motion
and thereupon said defendant enters his exceptions
herein to the opinion of the Court and prays an appeal to the
supreme Court of the State of Illinois which is allowed by
the Court on his filing appeal Bond in the sum of
five hundred dollars with C. Beckwith as security
and twenty days time is given said defendant to file his
appeal bond and bill of Exceptions herein.

And thereafter to wit upon the twenty third day of June in
the year last aforesaid, there ~~was~~ filed in the office of the clerk
of said Court, a Bill of exceptions which said bill is in
words and figures as follows to wit;

Augustus W. Harrington et al } Court County Court
v } of Common Pleas
Mathew Laflin

Be it remembered that
on the twenty second day of March A.D.
1856 it being one of the days of the February
Term of said Court the following proceed-
ings were had in said cause -

The defendant filed a petition for a
new trial which is in the words and figures
following to wit -

To the Hon. Cook County Court of Common Pleas

Your Petitioner Mathew Laflin of the
City of Chicago and State of Illinois,
would respectfully represent that on the
13th day of February A.D. 1854 Aug-
ustus W. Herrington Nathan Herr-
ington, Isaac Herrington Alfred Herr-
ington, Jane Herrington, Thaddeus
Herrington, Mary Herrington Marg-
arette Herrington and Charles Henni-
ngton, commenced their action of
ejectment in said Court against
your petitioner for the recovery of the
premises of all but the fractional
two eighths of one tenth of that
part of the North West fractional
Quarter of section twenty two in
Township thirty nine North of
Range fourteen East of the third
principal meridian; bounded
on the North by that part of said Quarter

section conveyed by James Hemmington and Charity
his wife to John S. Wright by Deed bearing date
December 3^d 1834; recorded in Book 18, page 295
of the Records of Cook County West by the West
line of said quarter section; South by land convey-
ed by James Hemmington and Charity his wife
to Truman H. Wright by Deed bearing date June
3^d 1835. Recorded in Book 14, page 116, and on the
East by Lake Michigan.

Your Petitioner further shews that he filed
the usual plea of Not Guilty in said cause
and that after the same was at issue such
proceedings were had therein that at a term
of said Court held on the 16th day of November
A.D. 1854 judgment was rendered for the said
Plaintiffs without argument and your petiti-
oner took a new trial under the Statute.
That afterwards at a term of said Court held
on the first Monday of February A.D. 1855, the
said cause was tried by the Court and on
the 29th day of March A.D. 1855. Judgment
was therein rendered for the said plaintiffs
to have and recover the possession of said premises
from which judgment your petitioner took
an appeal to the Supreme Court held at Ottawa
on the 2^d Monday of June A.D. 1855. and such
proceedings were had in said Supreme Court
that the said judgment was affirmed.
Your petitioner further shews that upon the

trial of said cause such evidence was introduced as is set forth in the bill of Exceptions signed by the Judge therein which is hereby referred to and made part hereof.

Your petitioner further shews that said Supreme Court decided that said evidence established that your petitioner and his grantors had been in actual possession of said premises except the one acre sold to Best as herein after mentioned under claim and color of title made in good faith for seven successive years and had paid all taxes legally assessed upon said premises during six years of the same time to wit for the years 1848, 1849, 1850, 1851, 1852 & 1853, and the city taxes for the year 1847 assessed by the City of Chicago.

Your Petitioner further shews that the premises mentioned in the plaintiffs Declaration were assessed by the assessor of Cook County for the year 1847 as thirteen acres at the rate of Two Hundred Dollars per acre as will more fully appear from a certified copy of so much of the assessment roll for the year 1847, as relates to said property filed herewith and that said Supreme Court decided against your petitioner upon the sole ground that the County and State taxes for the year 1847 which were paid on the twelve acres as shewn by the evidence detailed in said Bill

of Exception was not found upon any specified Twelve acres out of said thirteen acres —

Your Petitioner further shews that the ground upon which said case was decided in the Supreme Court was not taken by the plaintiffs counsel in the Court below nor was the same discussed either in said Court below or in said Supreme Court by the counsel of either party.

Your Petitioner further shews that on the 3^d day of August A.D. 1847, William H. Brown under whom Your Petitioner claims title as shown in said Bill of Exceptions by his Deed of that date executed conformably with his wife conveyed to one Mathias Best one acre of the land mentioned in said Plaintiffs Declaration described as follows to wit part of the North West ~~Quarter~~ fractional Quarter of section twenty two (22) in town thirty nine (39) North Range fourteen (14) East commencing nineteen chains and fifty links East of the West line of said Quarter section at a point twenty three chains and seventy links (23 chs. & 70 links) from the North west ~~Quarter~~ corner of said fractional Quarter running thence East seven chains and eighty links to Lake Michigan; thence North one chain and thirty two links; thence West seven chains and fifty links; thence South one chain and thirty two links to the place

of beginning "as will more fully appear from a certified copy of said Deed here-with filed.

Your petition further shews that it is true and he believes that he can establish the fact that said Brown on the 27th day of November A.D. 1847 paid the County and State taxes of 1847, on the twelve acres of the thirteen described in the plaintiffs declaration which he had not then sold and that the reason why said Brown did not pay the taxes on the other remaining acre was that he had sold and conveyed the same to said Best as aforesaid; and further that at the time said Brown paid said County and State taxes for the year 1847, on said twelve acres he stated to Mr. Fitzsimmons who acted for the collector that he had sold one acre of the thirteen asserted to Mr. Best and he wished to pay and did pay on the remaining twelve acres and would leave the taxes on the said one acre thus sold unpaid for Best to pay; and your petitioner herewith filed the affidavits of said Brown and Fitzsimmons, relative to the specified twelve acres upon which said taxes were paid.

Your petitioner further shews that the point upon which said case was decided was one upon which neither he nor his evidence has,

9 been heard and under the circumstances
believing that Justice will be thereby
promoted and the rights of the parties
more satisfactorily ascertained and estab-
lished hereby, that said Court will
vacate said Judgment and grant him
a new trial agreeably to the Statute in
such case made and provided.

Chicago Jan'y 23. 1856 Mathew Saflin

State of Illinois }
Cook County ss } Personally appeared
Mathew Saflin the signer of the foregoing
petition and made oath that the facts
therein set forth are true of his own knowl-
edge except those stated upon information
and belief and those he believes to be true.

Sworn to before me this Mathew Saflin
23^d day of January
A.D. 1856.

Walter Kimball Clerk
Cook Co Ct House

And in support of said Petition said defen-
dant filed certain exhibits attached to
said Petition and also the affidavits of
Mathew Saflin William H. Brown & James

Subcommen which said exhibits and affidavits are in the words and figures following to wit:

State of Illinois }
Cook County ss }

I, William H Brown of the City of Chicago testify and say that on the 12th day of July A.D. 1846 Gile Sprung and wife by their Deed of that date conveyed to me that part of section twenty two in township thirty nine North Range Fifteen East of the third principal meridian bounded in the North by land conveyed by ~~xxxx~~ by James Kerrington to John Wright; on the East by Lake Michigan; on the south by land conveyed by James Kerrington to Truman & Wright and on the West by the West line of the said quarter section containing thirteen acres be the same more or less.

I further say that on the 3rd day of August A.D. 1847, I conveyed by Deed executed by myself and wife of that date to one Mathias Berkow a part of the foregoing tract a parcel of land which said acre was described as follows to wit

Part of the North West fractional quarter of section twenty two (22) in town thirty nine (39) North Range fourteen East commencing nineteen chains and fifty links East of the West line of said quarter section at a point twenty three chains and seventy links (23 ch. 70 links), from the North West corner of said fractional quarter running thence East seven chains and eighty links to Lake Michigan; thence North one chain and thirty two links; thence West seven chains and fifty links; thence South one chain and thirty two links to the place of beginning containing one acre of land a certified copy of which Deed is here to attached -

I further say that the whole of said tract of land thus conveyed to me by Deed of Giles Spring and wife as aforesaid was assessed by the assessors of Cook County for the year A.D. 1847, as thirteen acres at the rate of two hundred dollars per acre making the whole valuation twenty six hundred dollars as per a certified copy of so much of said assessment Roll as relate to said property here to annexed will more fully appear.

I further say that the said County and State taxes for the year 1847 did not become a lien upon said property until

12 after my conveyance to said Best of said acre
as aforesaid as I understood the law then in
force.

I further say that on the 24th day of November A.D. 1847. I paid the County and State taxes for that year on the twelve acres of ~~land~~^{said} land which I had not sold and the reason why I did not pay the taxes on the other remaining acre was that I had sold and conveyed the same to said Best as aforesaid and I considered that the taxes on that acre belonged to him to pay.

At the time I paid said taxes according to the best of my knowledge & belief I stated to Mr. Fitzsimmons, who acted for the collector that I had sold one acre of the thirteen accped to Mr. Best and that I wished to pay and did pay the taxes on the remaining twelve acres and would leave the taxes on the acre sold Best for Best to pay.

My object at the time was to pay the taxes upon my own land and let Mr. Best do the same as to his and this object and intention was stated to the Collector at the time and I supposed was carried out by the payment which I made.

Subscribed & sworn this 23^d day N. M. Brown
of January 1856, before me D. C. Beattie J. P.

William H. Brown To Matthias Best

This Indenture made this third day of August in the year of our Lord one thousand Eight hundred and forty seven -
Between - William H. Brown and Harriet C. Brown his wife of the City of Chicago of the first part, and Matthias Best of the same place of the second part - Witnesseth that the said party of the first part for and in consideration of the sum of Five hundred Dollars in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom, has bargained sold released aliened and confirmed and by these presents does bargain sell remise alien alien and confirm unto the said party of the second part and to his heirs and assigns forever all of the following described premises situate lying and being in the County of Cook and State of Illinois being -

Part of the North West fractional Quarter of section Twenty two (22) in Town thirty nine (39) North of Range fourteen (14) East, commencing nineteen chains and fifty links East of the West line of said Quarter section

at a point twenty three chains and seventy links (23 cts 70 links) from the north West corner of said fractional quarter running thence East seven chains and Eighty links to Lake Michigan thence North one chain and thirty five links thence West seven chains and fifty links thence South one chain and thirty five links to the place of beginning, containing one acre of land.

Together with all and singular the hereditaments & appurtenances thereto belonging or in anywise appertaining and the Reversion and reversions, remain-
 ing and remainders, rents, issues and profits thereof, and all the estate right title inter-
 est claim or demand whatsoever of the said party of the first part either in law or equity of or to the above premises with the hereditaments and appurtenances.

To Have and to hold the said premises above described with the appurtenances unto the said party of the second part his heirs & assigns forever. And the said William H. Brown for himself his heirs executors and administrators doth covenant bargain and agree to and with the said party of the second part his heirs and assigns, that at the time of the making and delivery of these presents the said

premises are free and clear of all former and other grants bargains sales liens judgments taxes assessments & incumbrances of what kind or nature soever done or suffered by the said party of the first part and the above premises in the quiet and peaceable possession of the said party of the second part this hein and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof shall and will warrant and forever defend.

In Witness whereof the said party of the first part hath hereunto set their hands & seals the day and year first above written -

Sealed and delivered William H Brown 

in presence of
Henry Brown Harriet C. Brown 

State of Illinois }
Cook County ss }

I Henry Brown a Notary Public in and for the said County in the State aforesaid do hereby certify that William H Brown Harriet C. Brown his wife who are personally known to me as the real persons whose names are subscribed to the annexed deed appeared before me

this day in person & acknowledged that they executed and delivered the said deed as their free & voluntary act for the uses and purposes therein set forth - And the said Harriet C. Brown wife of the said William H. Brown having been by me examined separate and apart and out of the hearing of her husband and the contents & meaning of the said having been by me examined separate and apart and out of the hearing of her husband and the contents and meaning of the said Deed having been by me made known and fully explained to her she acknowledges that she had freely and voluntarily executed the same & relinquished her dower to the lands and tenements therein mentioned without compulsion of her said husband and that she did not wish to retract the same - Given under my hand and seal this third day of August in the year of our Lord one thousand eight hundred and sixty seven -

Henry Brown
Notary Public

Filed 3^d August 1847. No. 17,014 -
Recorded in Book 24 of Deeds page 140

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State of Illinois } ss.
 County of Cook } J. Louis D Howard
 Clerk of the Circuit Court and Ex. officio
 Recorder in and for said County in the
 State aforesaid Do hereby certify that
 the annexed writing contains a true
 and correct copy of a certain instrument
 filed in my office on the third day of
 August A.D. 1847 - And Recorded in
 Book No 24 of Deeds at page 140. the
 parties to the same being Wm Brown
 of the first part and Mathias Best
 of the second part

In testimony whereof I have
 hereunto set my hand and
 affixed the seal of said Circuit
 Court at Chicago in said County
 this 5th day of January A.D. 1848

L. D. Howard Clerk

Names of Owners	Part of Section	Sec	Town	Range	Acres	Value	County Tax	State Tax	Road Tax		
A. Garrett No of acres paid 4.91 1.12 1.11 1.10	18 ⁸⁵ a St adj. N. W. 1/4 + 33 a from St end + N. W. 1/4 sec 10 ⁸⁵ a St. 1/4 of N. W. 1/4	22	39	14	18 ⁸⁵	200 3700	all paid	14	84	12 95	2.77 6c
State Bank											4 a. of 18 ⁹⁵ a paid by John D. Shum on 1. 1/4 a paid by J. D. Merritt 8. 1/4 a paid by Benj. B. Brookfield
W. H. Brown	13 a St adj. 2 1/2 ft on State St To Lake Michigan					10 ⁸⁵ 200 2200	8.80	7 70	220	St. 9. 3/4 paid by M. Laflin 155	
G. Spring	17 1/4 on State St running to Lake					13 200 2600	10 40	9 10	260	12 a paid by W. H. Brown 3 1/4	
Alex Brand	23 1/2 ft on State St running to Lake					11 1/2 200 2200	8 80	7 70	220	to	
B. W. Raymond	17 1/4 on State St running to Lake					1 1/2 200 200	80	70	200	pd by A. B.	
Alex Brand	23 1/2 ft on State St running to Lake					7 1/2 200 1400	5 60	4 90	1400	to	
						1 200 200	80	70	200	P. A. B.	

State of Illinois }
County of Cook }
County Clerk in and for said County do hereby certify
the foregoing to be a true transcript of a portion of
Page 137 of a Book in my office marked on the Back
"Lands 1847 collector" and that the statement of the
assessment of the 13 a to W. H. Brown above shown is a correct
and is the only assessment of the land against said 13 acres
for the year 1847 for county & state purposes -

C. B. Hannell

Witness my hand and the seal of
said Court at my office in the City of
Chicago in said County this 22^d day of
January A.D. 1856

C. B. Hannell Clerk

State of Illinois }
 Cook County ss } S. James Fitzsimmons of the
 City of Chicago testify and say that for the year
 of 1847 I acted as clerk for the collector of Cook county
 in receiving the State and County Taxes for that year
 I recollect the payment to me by William H. Brown
 of the taxes of that year on twelve acres of the tract
 assessed as thirteen acres and described in the
 assessment as 13 acres & 10⁸/₁₀₀ acres of S. pt of
 N. W. 1/4 of sec 22 S. 39. R. 14. at the time said Brown
 paid said taxes on said twelve acres I requested Mr
 Brown to pay the taxes on whole thirteen acres, but
 he declined paying upon one acre and assigned
 some reason for not paying the taxes upon that acre.
 I do not now recollect precisely what was said
 by said Brown but I recollect that Brown claimed
 that some Mr. ought to pay the taxes upon the one
 acre which he declined paying upon, and claimed
 that he ought to pay the taxes upon the twelve
 acres only which remained after deducting the one
 acre which the other person ought to pay upon.
 Mr. Brown paid the taxes upon the twelve acres
 according to what he claimed was right in the
 matter and I received the same accordingly
 believing the reason assigned by Brown a
 satisfactory one.
 Given this 28th day of January James Fitzsimmons
 1856 - before Me. D. C. Beattie J. P.

And afterwards on the 22^d day of March
1856. being one of the days of the February
term of said court the said the said petition &
the motion therein made coming on to be heard
on said petition exhibits & affidavits, said Defend-
ant also affixed in support of said Petition
the Original Record in said cause which is
in the words and figures following to wit;

State of Illinois }
County of Cook. } S.

Pleas before the Honorable John M. Wilson
Judge of the Cook County Court of Common Pleas
within and for the County of Cook and State of Illinois
at a regular term of said Cook County Court of Common
Pleas, begun and held at the Court house in the City of
Chicago, in said County, and State, on the first Monday
being the fifth day of February in the year of our Lord
one thousand eight hundred and fifty five, and of the
Independence of the United States the seventy ninth.

Present. the Honorable John M. Wilson. Judge.
Daniel McHenry. Prosecuting Attorney.
James Andrew. Sheriff.
Walter Kimball. Clerk.

Be it Remembered that heretofore to wit on the
thirteenth day of February in the year of our Lord one
thousand eight hundred and fifty four Augustus
M. Harrington, Nathan T. Harrington, James Harrington,
Alfred Harrington and Jane Harrington of lawful age
and Thaddeus Harrington, Mary Harrington, Margaret
Harrington and Charles Harrington Infants under the
age of Twenty one years by Charity Harrington their
next friend, by Collins and Goodrich their Attorneys
filed in the Office of the Clerk of the Cook County
Court of Common Pleas, a Declaration against Matthew

1
Affirm of a Plea of Trespass and Ejectment, which said Declaration is in words and figures as follows to wit

State of Illinois } Cook County Court of Common
Cook County ...) J.S. Pleas.

Augustus M. Harrington, Nathan P. Harrington, James Harrington, Alfred Harrington, and Lane Harrington of lawful age, and Thaddeus Harrington, Mary Harrington, Margaret Harrington and Charles Harrington infants under the age of Twenty one years by Charity Harrington their next friend, by Collins & Goodrich their Attorneys complain of Mathew Saffin of a Plea of Trespass and Ejectment

For that the said Plaintiffs heretofore to wit on the first day of May A.D. Eighteen hundred and fifty three in the County of Cook aforesaid were possessed of the following described lands and premises to wit All but the undivided two Elevenths of one tenth of that part of the North West fractional Quarter of Section Twenty two (22) in Township Thirty nine (39) North of Range Fourteen East of the Third principal Meridian, bounded North by that part of said quarter section conveyed by James Harrington and Charity his Wife to John S. Wright by deed bearing date December third Eighteen hundred and thirty four and recorded in Book "B" at page 295 of the Records of the Recorder of Cook County. West by the West line of said quarter section. South by land conveyed by said James Harrington and Charity his Wife to Truman G. Wright by deed bearing date June third, Eighteen hundred and thirty five and Recorded in the office of the Recorder of Cook County in Book "H." of Deeds at page one hundred and eighteen and on the East by Lake Michigan to which said land and premises said Plaintiffs claim Title in

Fee simple and being so possessed thereof the said Matthew Laflin afterwards to wit on the second day of May A. D. Eighteen hundred and fifty three in the County aforesaid entered into the possession of said premises and from thence hitherto unlawfully withholds from the said Plaintiffs, possession thereof.

And also for that whereas the said Plaintiffs here before to wit on the first day of May A. D. Eighteen hundred and fifty three in Cook County aforesaid were possessed of the following other described Lands and premises to wit nine tenths and nine Elevenths of one tenth of that part of the North West fractional quarter section Twenty two, (22) in Township Thirty nine (39) North of Range fourteen (14) East of the Third principal Meridian, bounded North, by that part of said quarter section, conveyed by James Harrington and Charity his Wife to John S. Wright by deed bearing date December third Eighteen hundred and thirty four and recorded in Book "B." at page 295 of the Records of the Recorder of Cook County, West of the West line of said quarter section South by land conveyed by said James Harrington and Charity his Wife to Truman G. Wright by deed bearing date June third Eighteen hundred and thirty five, and recorded in the office of the Recorder of Cook County in Book "H" of Deeds at page One hundred and eighteen, and on the East by Lake Michigan to which said Land and premises said Plaintiffs claim title in fee simple, and being so possessed thereof the said Matthew Laflin afterwards to wit on the second day of May A. D. Eighteen hundred and fifty three in the County aforesaid entered into the possession of said Premises and from thence hitherto unlawfully withholds from the said Plaintiffs the possession thereof to their

damages of one thousand dollars, and thereupon they bring
suit &c.

Collins & Goodrich
Pliffs Attys

To Mathew Laflin Esq^r
Sir/

You will please take notice that a
Declaration in Ejectment of which the foregoing is a copy
will be filed on the Eighth day of the present Term of
the Cook County Court of Common Pleas now in session
at the Court house in the City of Chicago in the County
of Cook aforesaid, which said Eighth day of said Term
will be on the Thirteenth day of February instant - with
the Clerk of said Court, and upon the filing thereof a
rule will be entered in said Court requiring you to
appear and plead to said Declaration within Twenty days
after the entry of said Rule, and that if you neglect
so to appear and plead a Judgment will be entered
by default against you - and said Plaintiffs will recover
possession of said Premises in said Declaration described

Collins & Goodrich
Pliffs Attys

Feb. 9th 1854.

State of Illinois
Cook County J. H. E. Seelye being first duly sworn
saith that on Thursday the ninth day of February A. D. 1854
he delivered to the Defendant within named, Mathew Laflin
a copy of the within Declaration and Notice.

Subscribed and sworn to before me
Walker Kimball, Clerk of the Cook County
Court of Common Pleas this 11th day of
February A. D. 1854. W. Kimball, Clerk } H. E. Seelye.

And afterwards to wit on the thirteenth day of February being one of the days of the February Term of said Court in the year Eighteen hundred and fifty four the following proceedings were had in said Cause and entered of Record.

Augustus M. Harrington, Nathan P. Harrington
James Harrington, Alfred Harrington, and Jane
Harrington of lawful age, and Thaddeus Harrington
Mary Harrington, Margaret Harrington and Charles
Harrington Infants under the age of Twenty one years & Ejectment.
by Charity Harrington, their next friend

vs

Mathew Laflin

And now at this day come the said Plaintiffs by Collins and Goodrich their Attorneys and file herein their Declaration and Notice in Ejectment and it appearing to the Court that the said Defendant has been duly served with a copy of the Declaration of the said Plaintiffs against him and notice thereof, attached according to the Statute in such case made and provided on Motion of said Plaintiffs Attorneys It is Ordered that the said Defendant Mathew Laflin plead to said Plaintiffs Declaration filed in this Cause in Twenty days, or in default thereof that Judgment by default be entered against him for want of a Plea.

And thereafter to wit on the twenty second day of February A. D. one thousand eight hundred and fifty four the said Defendant Mathew Laflin by Arnold Larned & Lay his Attorneys filed his Plea in the office of the Clerk of said Court, which said Plea is in words and figures as follows to wit

Book County Court of Common Pleas.

Matthew Laflin

vs

Augustus M. Harrington, Nathan P. Harrington &
and Anne Harrington & Thaddeus Harrington, Mary
Harrington, Margaret Harrington & Charles Harrington
who appear by Charity Harrington their next friend &c

And the said Matthew Laflin by Arnold, Larned
and Lay his Attorneys, comes and says, that he is not
guilty of unlawfully withholding the premises claimed by
the said Plaintiffs, as alleged in the said Declaration
of the said Plaintiffs, And of this he the said Matthew
Laflin puts himself upon the Country.

Arnold, Larned & Lay
Attys for Deft

And the Plaintiffs doth the like

Collins & Goodrich
Pliffs Attys

And afterwards to wit on the sixteenth day of November,
A. D. one thousand eight hundred and fifty four, being
one of the days of the November Vacation Term of said
Court, the following proceedings were had in said cause
and entered of Record.

Augustus M. Harrington, Nathan P. Harrington &
James Harrington, Alfred Harrington and Anne
Harrington of lawful age & Thaddeus Harrington
Mary Harrington, Margaret Harrington & Charles
Harrington by Charity Harrington, their next friend

Eschment

Matthew Laflin

And now upon this day

come the said Plaintiffs by Grant Goodrich their Attorney and the Defendant by Arnold, Larned & Lay his Attorneys also comes and issued being joined herein by agreement of said parties this cause is submitted to the Court for Trial without the intervention of a Jury. And the Court after hearing the evidence adduced, allegations and proofs, arguments of counsel and being now fully advised in the premises, finds the issue for the Plaintiffs.

Therefore it is considered that the said Plaintiffs do have and recover of the said Defendant the premises described in their said declaration filed in this cause as follows, to wit, all but the undivided two elevenths of one tenth of that part of the North West fractional quarter of section Twenty two (22) in Township Thirty nine (39) North of Range fourteen East of the third principal Meridian, bounded North by that part of said quarter section, conveyed by James Harrington and Charity his Wife to John S. Knight by deed bearing date December third, eighteen hundred and thirty four, and recorded in Book "B" at page 295 of the Records of the Recorder of Cook County, West by the West line of said quarter section, South by land conveyed by said James Harrington and Charity his Wife to Truman G. Knight by deed bearing date June third eighteen hundred and thirty five and recorded in the Office of the Recorder of Cook County in Book "H" of Deeds at page One hundred and eighteen, and on the East by Lake Michigan, And also the following other described lands and premises, to wit, nine tenths and nine elevenths of one tenth of that part of the North West fractional quarter of section Twenty two (22) in Township Thirty nine (39) North of Range fourteen (14) East of the third principal Meridian, bounded North by that part

of said quarter section conveyed by James Harrington and Charity his Wife to John S. Wright by deed bearing date December third, Eighteen hundred and thirty four, and recorded in Book "B" at page 295 of the Records of the Recorder of Cook County, west by the West line of said quarter section, South by lands conveyed by said James Harrington and Charity his Wife to Truman G. Wright by deed bearing date June third Eighteen hundred and thirty five and recorded in the office of the Recorder of Cook County in Book "H" of Deeds at page One hundred and eighteen, and on the East by Lake Michigan, And that said Plaintiffs have a Writ of Possession therefor. And that they also have and recover of the said Defendant their costs by them about their suit, in this behalf expended and have execution therefor.

And thereupon the said Defendant enters his Motion herein for a new Trial in this cause, Which said Motion after being heard by the Court is overruled. And thereupon said Defendant, enters a motion herein for a new Trial, in this cause, on payment of costs under the Statute in such case made and provided, Which said Motion is thereupon sustained and allowed by the Court.

And thereafter to wit on the second day of March A. D. one thousand eight hundred and fifty five there was filed in the office of the Clerk of said Court certain Stipulations in said cause, which said Stipulations are in words and figures as follows, to wit,

Augustus M. Harrington	Born	July 27. 1820.
Nathan	"	May 29. 1822

James	Herrington	Born	June 26. 1824
Fanny	"	"	Nov ^r 12. 1826
Alfred	"	"	Feb ^y 21. 1829
Jane	"	"	Oct ^r . 30. 1830
Thadens	"	"	Dec. 5. 1832
Mary	"	"	Jan ^y . 11. 1835
Magret	"	"	Nov 3. 1836
Charles	"	"	April 7. 1839

The above statement of the time of Birth of the above named persons is admitted and that they are all the living children of James Herrington dec^d except that Fanny died as in the other stipulation set forth

March 2. /55. G. Goodrich - Attorney for heirs
of Herrington. dec^d

In Book Com: Pleas.
Augustus M. Herrington & others }
vs } Ejectment
Matthew Laflin }

It is hereby stipulated by the counsel and parties to this suit that on the Trial thereof the following facts shall be admitted as true to wit.

1st That James Herrington died in March 1839.

2nd That at the time of his death he left him surviving the Plaintiffs and one Fanny Herrington as his sole and only children and heirs at law; And that the said Fanny departed this life, three days after the decease of her father without issue or other heirs at law than the Plaintiffs and their mother

Charity Herrington who was the Widow of said
James Herrington, and who survived both, and
who still lives.

3rd That the Defendant claimed Title to
the Premises in controversy at the time this suit was
brought.

Chicago
March 2. 1855.

Arnold Beckwith
Atty for Deft.
Goodrich & Manierre
Plffs Atty

And afterwards to wit on the fifth day of March
being one of the days of the February Term of said
Court Eighteen hundred and fifty five, the following
proceedings were had in said Cause and entered of Record.

Augustus M. Harrington, Nathan P. Harrington
James Harrington, Alfred Harrington, & Jane Harrington
of lawful age, and Thaddeus Harrington, Mary
Harrington, Margaret Harrington and Charles
Harrington infants under Twenty one years by
Charity Harrington, their next friend

vs. Ejectment,

Matthew Laflin

And now at this day come the said Plaintiffs
by Goodrich & Manierre their Attorneys And the said
Defendant by Arnold, Larned & Lay his Attorneys also
come and by Agreement of said parties this Cause is
submitted to the Court for Trial without the intervention
of a Jury, and the Court after hearing the testimony
adduced and argument of counsel, not being now fully
advised in the Premises takes the matter under
advisement.

And thereafter to wit on the twenty ninth day of March
being another of the days of the said February Term
of said Court one thousand eight hundred fifty five, the
following proceedings were had in said Cause and entered
of Record.

Augustus M. Harrington, Nathan P. Harrington
James Harrington, Alfred Harrington, & Jane
Harrington, of lawful age, and Thaddeus Harrington
Mary Harrington, Margaret Harrington and Charles
Ejectment,

Harrington, infants under the age of Twenty
one years, by Charity Harrington, their
next friend

(20)
Matthew Laflin

And now again at this day come the said parties by their respective Attorneys and the Court to whom this cause was heretofore submitted without the intervention of a Jury, a Jury having been waived by agreement of the parties, And after argument of Counsel being fully advised in the premises finds that the said Plaintiffs have established in themselves by the testimony in this case an Estate in fee simple in and to the undivided nine tenths and nine elevenths of one tenth of the premises described in their Declaration in this case, that is to say, in that part of the North West fractional quarter of Section Twenty two (22) in Township Thirty nine (39) North of Range Fourteen (14) East of the Third principal meridian, bounded North by that part of said Quarter Section conveyed by James Harrington and Charity his Wife to John S. Wright by deed bearing date December, third, Eighteen hundred and thirty four, and recorded in Book "B" at page Two hundred and ninety five (295) of the records of the Recorder of Cook County, West by the West line of said Quarter Section South by land conveyed by said James Harrington and Charity his Wife to Truman G. Wright by deed bearing date June third Eighteen hundred and thirty five and recorded in the office of the Recorder of Cook County in Book "H" of Deeds at page one hundred and eighteen. And on the East by Lake Michigan.

And thereupon the defendant moves for a new trial which is overruled by the Court to which overruling of said motion the said Defendant by his Counsel accepts.

It is therefore Ordered and adjudged by the Court that the said Plaintiffs recover of said Defendant the

possession of the undivided nine tenths and nine elevenths of one tenth of the said Premises, and that they have a Writ of restitution therefor according to the Statute in such case made and provided, And further that the said plaintiffs recover of said Defendant their costs about their suit in this behalf expended, and that they have execution therefor. And thereupon the said Defendant prays an Appeal to the Supreme Court of the State of Illinois, which is allowed by the Court on his filing Appeal Bond in the sum of Five hundred dollars with William R. Loomis as security, and thirty days time is given said Defendant from this day to prepare and file his Bill of Exceptions herein.

And thereafter to wit on the thirty first day of March A. D. one thousand eight hundred and fifty five defendant accordingly filed in the Office of the Clerk of said Court, his Appeal Bond, which said Bonds is in words and figures as follows, to wit.

Know all Men by these Presents That we Matthew Laflin and William R. Loomis are held and firmly bound unto Augustus M. Harrington, Nathan D. Harrington, James Harrington, Alfred Harrington, Jane Harrington, Rhodney Harrington, and Charles Harrington in the penal sum of Five hundred dollars good and lawful money of the United States to be paid to the said Obligees their heirs executors administrators and assigns to which payment well and truly to be made we bind ourselves our heirs executors administrators and assigns and every of them firmly by these presents. Sealed with our seals dated the 31st day of March A. D. 1855.

The Condition of the above Obligation is such that whereas the above Obligees did, at a Term of the book county court of Common Pleas, held in and for said county on the first Monday of March A. D. 1855 render a Judgment against the above bounden Matthew Laflin in a suit in said court, wherein the above named obligees were Plaintiffs and said Matthew Laflin was Defendant, for the possession of Lands described as the undivided nine tenths and nine elevenths of one tenth of that part of the North West fractional quarter section Twenty two (22) Town Thirty nine (39) North of Range fourteen East of Third Principal Meridian, bounded North by that part of said quarter section conveyed by James Harrington and Charity his Wife to Truman G. Wright by deed bearing date December 3rd A. D. 1834 and recorded in Book "B" at page 295 of the Records of the Recorder of said county - West by the West line of said quarter section - North by land conveyed by said James Harrington and Charity his Wife to Truman G. Wright by deed bearing date June 3rd 1835 and Recorded in the Office of the Recorder of book county in Book "B" of deeds at page 118, and on the East by Lake Michigan, as well also for costs of said suit from which said Judgment the said Matthew Laflin has taken an Appeal to the Supreme Court of the State of Illinois Now if the said Matthew Laflin shall duly prosecute his said Appeal, and shall pay or cause to be paid all judgments, costs, interest and damages, which may be awarded against him in case said judgment so appealed from shall be affirmed, then this obligation to be void otherwise of full force and virtue.

Matthew Laflin (Ls) Wm R. Lornis (Ls)

And thereafter to wit on the third day of May A.D.
one thousand eight hundred and fifty five, there was
filed in the Office of the Clerk of said Court, a certain
other Stipulation in said cause, which is in the words
and figures following to wit.

Com: Pleas.

Wm. Harrington et al

(vs)
Matthew Laflin ...

It is hereby agreed that
the time for signing and filing bill of Exceptions in
this case, shall be extended to the fourth day of May
next.

Chicago

April 26. 1855

Goodrich Manierre

for Plffs

Arnold & Beckwith

for Deft.

And thereafter to wit on the fourth day of May A D,
Eighteen hundred and fifty nine the said Defendant by
his said Attorneys filed in the Office of the Clerk of
said Court his Bill of Exceptions in words and
figures as follows, to wit,

Cook County Court of
Common Pleas.

Mathew Saflin

vs

James Harrington et al }

Be it remembered that on the
Trial of this Cause the Plaintiff to make out the case
on their part introduced a Patent from the United
States to James Harrington for the North West fractional
1/4 of section 22 in Town 39 North of Range 14 in
these words to wit

Preemption Certificate } The United States of America
No. 1240. } To all to whom these presents shall come
speaking.

Whereas James Harrington Junior of Cook County
Illinois has deposited in the General Land Office of the
United States a certificate of the Register of the Land
Office at Danville whereby it appears that full payment
has been made by the said James Harrington Junior
according to the provisions of the Act of Congress of
the 24th of April 1820 entitled an "Act making
further provision for the Sale of the Public Lands
for the North West fractional quarter of section Twenty
two in Township Thirty nine North of Range fourteen
East in the District of Lands subject to Sale at
Danville, Illinois, containing One hundred and six
acres and ninety six hundredths of an acre according
to the Official Plan of the survey of the said Lands
returned to the General Land Office by the Surveyor
General, which said tract has been purchased by the
said James Harrington Junior. Now know ye that
the United States of America in consideration of the

premises and in conformity with the several Acts of Congress, in such case made and provided Have given and granted And by these presents Do give and grant unto the said James Herrington Junior and to his heirs the said tract above described To have and To hold the same together with all the rights, privileges, immunities and appurtenances of whatsoever nature there unto belonging unto the said James Herrington Junior and to his heirs and assigns for ever. In testimony whereof I Martin Van Buren, President of the United States of America have caused these letters to be made Patent and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington the first day of November in the year of our Lord one thousand eight hundred and thirty nine and of the Independence of the United States the sixty fourth.

By the President.

Martin Van Buren

By M. Van Buren Secy.

H. M. Garland

Recorder of the General Land Office.

Also stipulation signed by counsel on both sides in the words following, to wit.

In book Com: Pleas.

Augustus M. Herrington

& others

vs

Mathew Laflin

Ejectment

It is hereby stipulated by the Counsel and parties to this suit that on the Trial thereof the following facts shall be admitted as true to wit,

1st

That James Herrington died in March 1839.

2nd That at the time of his death he left him surviving the Plaintiffs and one Fanny Herrington as his sole and only children and heirs at Law; And that the said Fanny departed this life three days after the decease of her father without issue or other heirs at Law than the Plaintiffs and their Mother ~~in~~ Charity Herrington, who was the Widow of said James Herrington and who survived both and who still lives.

3rd That the Defendant claimed Title to the premises in controversy at the time this suit was brought.

Chicago.
March 2nd 1855.

Arnold & Beckwith
Attys for Deft.
Goodrich & Manierre
Plffs Attys

And then rested their case after introducing in evidence the following deed from Charity Herrington to Giles Spring. as follows

Charity Herrington to Giles Spring.

The Plaintiff introduced and read in evidence the deed of Charity Herrington to Giles Spring. in these words

Know all Men by these Presents that I Mrs. C. Herrington of the County of Kane and State of Illinois for and in consideration of the sum of Ten Dollars to me in hand paid by Giles Spring, the receipt whereof is hereby acknowledged, do give grant bargain and sell unto the said Giles Spring his heirs

and assigns for ever All my right title and interest in
and to the following described piece or parcel of property
lying and being in the County of Cook and State of
Illinois And bound and described as follows to wit
That part of the North West fractional quarter of section
number Twenty two (22) in Township Thirty nine (39)
North of Range fourteen East of the Third principal
Meridian, bounded on the North by that part of said
quarter section heretofore sold by James Herrington to
John S. Wright and on the East by Lake Michigan and
on the South by that portion of said quarter section sold
by said James Herrington to Truman S. Wright, and
on the West by the West line of said quarter section
the same being all of said quarter section lying between
the ^{John S. Wright and the North line of the tract conveyed as aforesaid to} South line of the property conveyed as aforesaid to
Truman S. Wright To have and To hold the same to
him the said Giles Spring his heirs and assigns for ever
In testimony whereof I have hereunto set my hand and
the twenty sixth day of April A. D. 1842

Witness

Charity Herrington (L.S.)

D. Dunham

State of Illinois

Kane County... ss.

J. Mark W. Fletcher Clerk of the Circuit Court
for said County certifies that Charity Herrington whose
name appears to this Deed, as having executed the same
and to me personally known to be the real person so
described in said Deed appeared before me and duly
acknowledged that she executed the same for the uses
and purposes therein expressed.

Witness my hand and the Seal of

Seal.

Said Court at Geneva this 11th day
of June A. D. 1842.

M. W. Fletcher, Clerk

27.

Filed this 10th April 1846.

State of Illinois }
Book bounty \$ }

On the 10th day of April A. D. 1846 the within
instrument was filed for record and duly recorded
Book 18. Page 510.

M. B. Egan

Recorder.

The Defendant then introduced the following papers in
regard to the Judgment and proceedings for the sale of
for taxes for the year 1843 of the premises in question,
all of which were objected to and were received subject
to objection.

The Defendants then called Louis D. Howard who
testified that he was and is clerk of the book bounty
court and produced the record of Judgment for the
taxes of 1843. List of lands & real estate on which
taxes not paid, returned by Collector & filed with Clerk,
notice of publication, judgment and report of sale for
taxes by Sheriff and other papers, as follows.

The Defendant then offered to read the same in
evidence to which Plaintiffs objected, and the Court
permitted the same to be read, subject to objections to
which to which decision Plaintiffs then and there
accepted. The Defendants then and there read the same
as follows, to wit,

Collectors Return

On the twelfth day of August A. D. 1843 there was filed in the Office of the Clerk of the Cook County Circuit Court, by the Collector of Taxes Cook County Illinois, his returns of which the following is a copy

' List of lands and other real Estate situate in the County of Cook and State of Illinois on which the taxes remain due and unpaid for the year 1842 which I herewith return to the Clerk of the Circuit Court for Judgment agreeably to the Statute in such case made and provided.

Copy of Notice of Publication

" Tax Sales "

" List of Lands and other real Estate situate in the County of Cook and State of Illinois on which taxes remain due and unpaid for the year 1842.

(Among which appear the following)

Names	Part of Sec	Section	Town	Range	Acres	Rate	Valuation	Co Tax	St Tax	St Tax
J. Harrington	N 43 ac of N. W. 70	22	39	14	43	50	2150	10 75	3 22	2 16
Do	13 ac. & adj the 43 ac	"	"	"	13		910	4 55	1 37	91
	N. W. 70									

\$ 41 Cents will be added to each lot or tract of Land as Cost.

Public Notice is hereby given to the owners of the foregoing described list of lands and other real Estate that application will be made to the Circuit Court for the

County of Cook in the State of Illinois, to be holden at the Court House in the City of Chicago in the said County on the third Monday of August next, for judgment to be entered against the foregoing lands and Town Lots for the amount of Taxes interest and costs due thereon and for an order to sell the said lands for the satisfaction thereof.

Notice is also given that on the second Monday next succeeding the Term of the Circuit Court, all the lands against which judgment shall be pronounced, and for the Sale of which such order shall be made, will be exposed to public Sale at the Court house of said County of Cook or so much thereof as will satisfy the amount of said Taxes interest and costs due thereon.

May 22^d 1843.

D. Filkins, Collector

(Copy of Certificate of publication.)

" This is to Certify that the annexed Tax list was published in the Chicago, Democrat, a paper published in the City of Chicago, Cook County, Cook County Illinois on the twenty third day of May Eighteen hundred and forty three, and that the number of Copies was equal to the number of papers circulated that week - John Wentworth Publisher "

Judgment
for Taxes of 1842.

State of Illinois

County of Cook } S. C.

Records of the Circuit Court in and
for the County of Cook and State of Illinois at a

Term thereof began and held in and for said County
on the Third Monday in August in the year of our
Lord one thousand eight hundred and forty three.

Present, Hon: Rich^d M. Young, one of the Justices
of the Supreme Court of said State and
presiding Judge of said Circuit Court

Samuel Howe Sheriff

Attest Samuel Hoard Clerk

The State of Illinois

^(vs)
B. G. Lisenby, P. box 1st
et al^o

Be it remembered that
heretofore to wit on the Twelfth day of August A. D.
1843 Joseph Filkins Collector in and for the County
of Cook aforesaid reported to and filed with the Clerk
of the Circuit Court a List of Lands and other real
Estate situated in the County aforesaid on which taxes
remained due and unpaid for the year therein set forth,
and that attached thereto was a Certificate signed by John
Huntworth Editor of Chicago Democrat certifying to the
publication of a Notice required by the revenue law of
this State approved March 15, 1839, and an Ammendatory
act approved March 6, 1843, which said Report is in
the words and figures following, to wit,

(Among which are the following)

Name	part of Sec:	Section	Town	Range	Acres	Rate	Valuation	Co	gas	1/2	gas	1/2	gas
L. Harrington	ct. 43 & ct. 44	22	"	"	40 50	2150	10 75	3	23	2	15		
Do	13 S & adjoining	"	"	"	13 50	910	4 55	1	27	"	91		

And afterwards to wit on the Eighth day of
September A. D. 1843 an Order was made and entered of

Record in the book County Circuit Court of which the following is a true copy

And now at this day to wit on the Eighth day of September as yet of this same term this matter came on to be heard and the said Plaintiff by James Curtis her Attorney came, and also Seammon & Ludd the Attorneys for the County of Cook.

And it appearing satisfactorily to the Court that the Lands described in the said collectors report and returned as the S. N. 1/4 of Sec 5, in Town 36, Range 13 E of the 3rd Principal Meridian and also the Town of Thornton situated on Section No 36 North of Range No 14 East of the third principal Meridian were not taxable when so assessed as aforesaid, It is Ordered by the Court that the same be stricken from the same return.

And whereas due Notice has been given of the intended application for a Judgment against said Lands and no owner or owners otherwise than above hath or have appeared to make sufficient or show cause why Judgment should not be entered against the said Lands for the taxes interest and costs due and unpaid thereon for the year or years therein mentioned.

Therefore it is considered by the Court that Judgment be and it is hereby entered against the aforesaid tract or tracts of land or parts of tracts in the name of the State of Illinois for the sum annexed to each tract or parcel of Land being the amount of tax interest and cost due thereon severally, and it is Ordered by the Court that the said several tracts of Land or so much thereof as shall be sufficient of each of them to satisfy the amount of Taxes interest and costs annexed to them

generally be sold as the law directs.

Judgment signed this Eighth day of September A.D. 1843.

Saml. Hoard, Clerk Cook Cir. Ct.

Afterwards a precept was delivered to the Sheriff of said County to execute, to wit,

(Sheriff's Returns for Taxes of 1842. Sold 18. Sept 1843.)

State of Illinois }
County of Cook } ct

Records of the Circuit Court in and for the County of Cook and State of Illinois at a Term thereof began and held in the City of Chicago in and for said County on the Third Monday in August in the year of our Lord one thousand eight hundred and forty three. Present the Hon: Richard M. Young one of the Justices of the Supreme Court of said State and presiding Judge of said Circuit Court

Samuel J. Lowe - Shff.

Attest Samuel Hoard - Clerk

State of Illinois

B. G. Lisenby ..

Exor. Et als -

Be it remembered that heretofore to wit on the Twelfth day of August A.D. 1843, Joseph Filkins, Collector in and for the County of Cook aforesaid reported to and filed with the Clerk of the Circuit Court a list of lands and other real estate situated in the County aforesaid on which taxes remained due and unpaid for the year therein set forth and that attached thereto was a Certificate signed by John Wentworth Esq. & pro. Chicago Democrat, certifying to the publication of a notice required by the Revenue Law of this State

Approved March 1st 1839 which said Report is in the words and figures following. to wit

(Among which appear the following)

Names	Parts of Section	Section	Town	Range	No. Acres	Value	Co.	Ass.	State	Ass.	Ass.	Ass.	Ass.	Ass.
Lathrop	N. 1/4 of N. 1/4 of	22	.	.	43.50	2,500	10	73	3	23	2	15	1	1
do	13 & adjoining	.	.	.	13.50	910	4	58	1	27	1	91	1	1

And now at this day to wit, on the Eighth day of September as yet of this same term this matter came on to be heard and the said Plaintiff by James Curtis her Attorney came, and also Scammon & Sudd came for the County of Cook.

And it appearing satisfactory to the Court that the Lands described in the said Collectors Report and return as the S. 1/4 of section five in Township Thirty six Range 13, East of the Third principal Meridian and also the Town of Thornton situated in section No Thirty six North of Range No 14 East of the third principal Meridian were not taxable when so assessed as aforesaid It is ordered by the Court the same to be stricken from the said Return.

And whereas due notice has been given of the intended application for a Judgment against said Lands and no owner or owners otherwise than as above hath or have appeared to make sufficient defence or shew cause why Judgment should not be entered against the said Lands for the Taxes interest and costs due and unpaid thereon for the year or years therein mentioned.

Therefore it is considered by the Court that Judgment be and is hereby entered against the aforesaid tract or tracts of Land or parts of tracts in the name of the

State Illinois for the sum annexed to each tract or parcel of land being the amount of Tax interest and costs due thereon severally and it is Ordered by the Court that the said several tracts of land or so much thereof as shall be sufficient of each of them to satisfy the amount of Taxes interest and costs annexed to them severally be sold as the law directs. Judgment signed this Eight day of September A. D. 1843.

Samuel Hoard. Clerk Court Co.
Circuit Court.

State of Illinois }
Cook County ss }

I Samuel Hoard Clerk of the Circuit Court in and for the County of Cook aforesaid do certify the foregoing to be a true copy of the Judgment and proceedings in the matter of the delinquent tax list therein set forth.

In testimony whereof I have hereunto set my hand and affixed the Seal of said Court at Chicago this fourteenth day of September in the year of our Lord one thousand eight hundred and forty three.
Samuel Hoard - Clerk

L. S.

I Samuel L. Lowe, Sheriff of Cook County and State of Illinois do hereby certify that by virtue of the foregoing precept issued out of the Circuit Court of Cook County and State aforesaid and to me directed, bearing date the Eighth day of September A. D. 1843, I did on the Eighteenth day of September A. D. 1843 and following

days expose for Sale at Public Vendue at the Court House
in the City of Chicago in the County of Cook and State
aforesaid in conformity with all the requisitions of the
Statute in such case made and provided, and I then
and there found sold all the lots, sub lots pieces
parcels and Tracts of Land to the parties whose names
are set opposite thereto in the foregoing list for the
satisfaction of the Judgment therein.

Samuel J. Lowe Sheriff.
of Cook County, Illinois.

Tax Deed.

Sheriff to W^m H. Brown.

The Defendant then introduced and read in evidence
the following Deeds, their due execution having been
admitted, by Plaintiff

But to the Admission of which said Plaintiffs by their
counsel objected and which were received by the Court
subject to objection, to which decision of the Court the
Plaintiffs accepted

Sheriff of Cook Co. to W^m H. Brown.
Know all Men by these presents That whereas at
the August Term 1843 of the Circuit Court of Cook
County in the State of Illinois a Judgment was
obtained in said Court in favor of the State of Illinois
against the following described tract or parcel of Land
to wit Thirteen Acres South and adjoining the North
Forty three Acres of the North West fractional quarter
of Section Twenty two, in Township Thirty nine North of

Range Fourteen East of the Third Principal Meridian for the sum of Seven dollars and thirteen cents, being the amount of Taxes interests and costs ascertained upon said tract of Land for the year 1842 And whereas on the twentieth day of September 1843 Samuel, J. Lowe, then Sheriff of the County aforesaid, by virtue of a Precept issued out of the Circuit Court of the County aforesaid dated the fifteenth day of September 1843 and to him directed, did expose to Public Sale, at the door of the Court House in the County aforesaid in conformity with all the requisitions of the Statute, in such case made and provided, the tract of Land above described for the satisfaction of the Judgment so rendered as aforesaid.

And whereas at the time and place aforesaid William H. Brown of the County of Cook in State of Illinois having offered to pay the aforesaid sum of Seven dollars and thirteen cents for said piece or tract of Land ^{which was the least quantity bid for the said tract of land} ~~was~~ ^{was} stricken off to him at that price

Now therefore I Cyrus P. Bradley Sheriff of the said County of Cook and successor of the said Samuel Lowe, late Sheriff as aforesaid for and in consideration of the said sum of Seven dollars and thirteen cents to him in hand paid by the said purchaser at the time of this aforesaid Sale And by the virtue of the Statute in such case made and provided have granted bargained and sold And by these presents, have granted bargained and sold And by these presents do grant bargain and sell unto the said William, H. Brown, his heirs and assigns, the premises so sold as aforesaid, situated in the County of Cook and State of Illinois to wit Thirteen Acres South and adjoining the North

Forty three acres of the North West fractional quarter
of Section Twenty two, in Township Thirty nine North
of Range Fourteen East of the Third principal Meridian
To have and To hold unto him the said William
H. Brown his heirs and assigns for ever. subject
however to all the rights of redemption provided by law.
In witness whereof I, William S. Church, Sheriff as
aforesaid by virtue of the authority aforesaid. have here
unto subscribed my name and affixed my seal this
Eighteenth day of February Eighteen hundred and fifty
three.

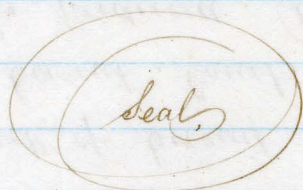
Cyrus P. Bradley (S.S.)
Sheriff of Cook County, Illinois.

State of Illinois
County of Cook } Ss.

On this Nineteenth day of February A.
D. 1853 before me Edmund S. Kimberly, Clerk of the
County Court of said County, appeared Cyrus P.
Bradley, Sheriff of said County, personally known to me
to be the real person, whose name is subscribed to the
above Deed as having executed the same and acknowledged
that he executed the same as such Sheriff, voluntarily
and freely for the uses and purposes therein set forth.

Certified under my hand and
the Seal of the said Court the
day and year aforesaid.

Edmund S. Kimberly
Clerk



Judgments against Jas. Harrington.

A. D. 1838.

The Defendant then again called Louis D. Hoard clerk of Circuit Court, who testified that he is clerk of Circuit Court and has custody of ~~the~~ Records, and who produced Record Book 6. Page 124 and read in evidence the Judgment in favor of.

Charles Harmon and Horatio G. Loomis

^(vs)
James Harrington

Also the following Judgments and executions and the returns endorsed thereon, which said Judgments executions and returns are as follows, to wit, to the introduction of which the Plaintiffs objected, and the Court received the same subject to objections, to which decision of the Court the Plaintiffs then and there excepted

1st

Weed and Allen Judgment.

March 12th 1838.

William Allen and Cephas
Weed Executors of Edward Stephens

vs

James Harrington Nehemiah Klug

Assumpsit.

This day came the parties by their Attorneys, and the Defendants by their Attorneys file

their Demurrex, to the Plaintiffs Declaration and the Plaintiffs their Answer; after arguments of counsel had therein the same is overruled by the Court, where upon it is Ordered that the Defendants plead herein by nine o'clock tomorrow morning.

March 16th 1838.

William Allen & Stephen Reed
Executors of Edward Stephens
vs
James Harrington & Nehemiah King } Assumpsit

This day came the Plaintiffs by Spring & Goodrich their Attorneys, and the Defendants being called come not, nor any person for them, but herein make default, which is entered of Record. It is therefore considered by the Court that the Plaintiffs recover their damages; but because they are unknown to the Court, as this is an action brought on an instrument in writing for the payment of money only, by direction of the Court the Clerk ascertains the damages and reports the same to the sum of One hundred and twenty two dollars. It is therefore considered by the Court that the Plaintiffs recover their damages aforesaid, together with their costs herein expended and that they have execution for the same.

(Copy of Execution D^y 17/15)

State of Illinois,
Cook County.

The People of the State of Illinois
to the Sheriff of Cook County, Greeting
We command you that of the Goods and chattels lands
and tenements of James Harrington and Nehemiah

King, which shall be found in your County you
Seal
122.00
9.57 1/2 cause to be made the sum of One hundred
and twenty two dollars which William Allen
and Ephas Weed Executors of Edward
Stephens deceased hath lately in the Circuit Court of
said County recovered against them for their damages
by reason of certain trespasses by them the said Harrington
& King to the said Allen and Weed lately done
And also the further sum of Nine dollars, fifty seven
1/2 cents which were adjudged to him for his costs
and charges in that behalf expended, whereof the
said Harrington and King are convicted as appears to
us of Record, and have that money ready in ninety
days from the date hereof to render to the said Allen
and Weed for their damages and costs aforesaid.

Hereof fail not and make return of this Writ in
ninety days from the date hereof, with an endorsement
thereon as to the manner in which you executed the
same. Witness Richard J. Hamilton, Clerk of our said
Court and the Seal thereof at Chicago this tenth day
of April A. D. 1838.

(Signed) Rich^d J. Hamilton, Clerk.

Weed and Allen Execution

(Copy of Execution No. 3516)

State of Illinois
County of Cook J.

The People of the State of Illinois to
the Sheriff of Cook County Greeting.

We command you as we have heretofore
That of the Goods and Chattels lands and tenements

of James Harrington and Nehemiah King which shall be found in your County, you cause to be made the sum of One hundred and twenty two dollars which William Allen and Jasper Weed Executors of Edward Stephens dec^d hath lately in the Circuit Court of said County, recovered against them for their damages, by reason of certain Trespasses by them the said Harrington & King to the said Allen and Weed lately done And also the further sum of Nine dollars fifty seven $\frac{1}{2}$ cents which were adjudged to him for his costs and charges in that behalf expended whereof the said Harrington and King are convicted, as appears to us of Record; And have that money ready in Ninety days from the date hereof to render to the said Allen & Weed for their damages and costs aforesaid. Hereof fail not, and make return of this Writ in Ninety days from the date hereof with an endorsement thereon as to the manner in which you executed the same.

Witness Richard J. Hamilton Clerk of
our said Court and the Seal of said
Court at Chicago this Eighth day of
July A. D. 1840

(Signed) Rich^d J. Hamilton, Clerk

Sheriff's Return.

The following is the Endorsement on the back of
the foregoing execution. " Execd July 10. 1840 at 10 o'clock am;
" By virtue of the within I did on the tenth day of
" July A. D. 1840 Levy on all the right title and
" interest of James Harrington to the North West fractional
" quarter section number 22 Township number 39 North

Range 14 East of the third principal Meridian"

Attached to said execution is the following " By virtue of the annexed execution and levy and one other number 3516, I did on the fourth day of August A.D. 1840, having previously advertised the same according to Law, expose to Public Sale at the City Hotel in the City of Chicago County of Cook between the hours of nine o'clock in the morning and the setting of the Sun of the same day All the right title and interest of James Harrington to the property levied on and described in said Execution to wit. The North West fractional Quarter section number Twenty two (22) Township number Thirty nine (39) North Range Fourteen (14) East of the Third Principal Meridian and said tract or parcel of Land was sold subject to whatever legal right or lien by Judgment Josiah S. Breese and Edward Shepard have or may have, if any, upon the same by virtue of a certain Judgment rendered in favor of said Breese & Shepard and against James Harrington in the Cook Circuit Court, And Giles Spring is Attorney of Wm Allen and Gasper Weed bid therefor the sum of Nine hundred & fifty three $\frac{63}{100}$ dollars, which being the highest and best bid the said Tract parcel or Lot of land was struck off and sold to him by me and the money divided between this execution and the one numbered 3515 which was in my hands and levied on at the same time with this and I return this execution satisfied in full for damages and costs as per Plaintiffs Attys Receipt (signed) Isaac W. Gavin Sheriff Cook Co Ills, By S. J. Lower Depy Shff "

" Received the Amount of the within execution Aug¹ 4. 1840. " Signed " Spring & Goodrich Plffs Attys "

Harmon & Loomis Judgment.

March 12th 1838.

Charles S. Harmon &
 Horatio G. Loomis
 181 20 } Assumpsit,
 James Harrington }

This day come the parties by their Attorneys, and the Defendant by Rhode his Attorney files his Demurrer, to the Declaration herein, and the Plaintiffs their joinder; After argument of Counsel had thereon, the demurrer is overruled. Whereupon the defendant being called, comes not, nor any person, for him but herein fails and makes default, which default by order of Court is entered of Record. It is therefore considered that the Plaintiffs recover their damages; but those damages being unknown to the Court, as this is an action brought on an instrument of writing for the payment of money only, by direction of the Court the Clerk assesses the damages and reports the same to the sum of Six hundred and fifty eight dollars and ninety one cents. It is therefore considered by the Court that the Plaintiffs have and recover of the Defendant Six hundred and fifty eight dollars and ninety one cents their damages assessed as aforesaid, together with their costs and charges by them herein expended and that they have execution therefor.

1st Execution.

(Copy of Execution)

State of Illinois
 Cook County Is.

The People of the State of Illinois

to the Sheriff of Cook County Greeting.

We command you, That of the Goods and Chattels
lands and tenements of James Harrington which shall
be found in your County, you cause to be made the
sum of Six hundred & fifty eight 9/100 Dollars which
Charles L. Harmon and Horatio G. Loomis hath lately
in the Circuit Court of said County recovered against
him for their damages by reason of certain Trespasses
by him the said Harrington to the said Harmon &
Lewis lately done. And also the further
658.91
9.60 sum of Nine dollars sixty cents which were
adjudged to him for his Costs and charges
in that behalf expended whereof the said Jas. Harrington
is convicted, as appears to us of Record, and have that
money ready in Ninety days from the date hereof to
render to the said Harmon & Loomis for their damages
and costs aforesaid. Hereof fail not and make return
of this Writ in Ninety days from this date hereof fail
with an endorsement thereon, as to the manner in
which you executed the same.

Witness Richard Hamilton, Clerk of our said
Court, and the Seal thereof at Chicago this tenth day
of April A. D. 1838

(signed) Rich^d L. Hamilton, Clerk.

Harmon & Loomis Execution

(copy of 2nd Execution)

State of Illinois
Cook County ss.

2nd Execution.

The People of the State of Illinois
to the Sheriff of Kane County Greeting

Seal
658.91
10.1838

We command you that of the Goods and

chattels lands and tenements of of James Herrington which shall be found in your County, you cause to be made the sum of Six hundred and fifty eight 9/100 Dollars which Charles L. Harmon and Horatio G. Loomis have lately in the Circuit Court of said County recovered against him for their damages by reason of certain trespasses by him the said James Herrington to the said Charles L. Harmon & Horatio G. Loomis late done. And also, the further sum of Ten 86/100 dollars, cents which were adjudged to him for his costs and charges in that behalf expended whereof the said James Herrington is convicted as appears to us of Record.

And have that money ready in Ninety days from the date hereof to render to the said Charles L. Harmon and Horatio G. Loomis for their damages and costs aforesaid. Hereof fail not and make return of this Writ in Ninety days from the date hereof, with an endorsement thereon, as to the manner in which you executed the same. Witness Richard P. Hamilton Clerk of our said Court and the Seal of said Court at Chicago this 26th day of December A. D. 1838
(signed) Rich^d P. Hamilton. Clerk.

Endorsed on the back "Returned by Plff & directed not to be paid out"

Harmon & Loomis Execution

3rd Execution

(Copy of 3rd Execution)

State of Illinois

County of Cook

The People of the State of

Illinois to the Sheriff of Cook County Greeting,

We command you as we have heretofore, that of the Goods and Chattels lands and tenements of James Herrington, which shall be found in your County you cause to be made the sum of Six hundred and fifty eight ²/₁₀₀ dollars, which Charles L. Harmon & Horatio G. Loomis hath lately in the Circuit Court of said County recovered against him for their damages by reason of certain trespasses by him the said Herrington to the said Harmon & Loomis lately done - And also the further sum of Ten dollars, Eighty five cents, which were adjudged to him, for his costs and charges in that behalf expended; whereof the said Herrington is convicted as appears to us of Record - And that money ready in ninety days from the date hereof, to render to the said Harmon & Loomis for their damages & costs aforesaid - Hereof fail not, and make return of this Writ in ninety days from the date hereof, with an endorsement thereon as to the manner in which you executed the same.

Witness Richard J. Hamilton, Clerk of our said Court, and the Seal of said Court at Chicago, this Eighth day of July A. D. 1840.

(signed) Rich^d J. Hamilton - Clerk

(Endorsement on back of Writ last above mentioned)
"Rec^d July 10th 1840 at 10 o'clock A. M." "By virtue of the within I did on the 10th day of July A. D. 1840 levy on all the right title and interest of James Herrington to the North West fractional quarter section number 22, Township number 39) North

Range 14 East of the Third Principal Meridian (signed)
Isaac H. Gavin Sheriff C.V. By J. Lowe Dep'ty
Shiff

Shiffs (Copy of Sheriffs Return attached to said Writ)
Return By virtue of the annexed execution and levy and
one other Number 3516 I did on the fourth day of
August A. D. 1840 having previously advertised the
same according to Law, expose to sale at Public
Vendue at the City Hotel, in the City of Chicago
County of Cook, between the hours of Nine o'clock in
the morning and the setting of the Sun of the same
day All the right title and interest of James
Herrington to the property levied on and described in
said execution, to wit, The North West fractional
Quarter, Section number Twenty two (22) Township
number Thirty nine (39) North Range Fourteen (14)
East of the Third Principal Meridian, and said Tract
parcel or lot of Land was sold subject to whatever
legal right or lien by Judgment Josiah S. Breese &
Edward Shepard have or may have if any upon the
same by virtue of a certain Judgment rendered in
favor of said Breese & Shepard and against James
Herrington in the Cook Circuit Court and Giles
Spring as Obligee for Charles L. Harmon and
Horatio M. Loomis bid therefor the sum of Nine
hundred and fifty three $\frac{62}{100}$ dollars which being the
highest and best bid the said Tract parcel or lot of
Land was struck off and sold to him by me and
the money divided between this execution and the one
numbered 3516 which was in my hands and levied
on at the same time with this, and I return this
execution satisfied in full for damages and costs

(signed) "Isaac B. Gavin, Sheriff
book to Ills.
By S. Lowe Depy Shff"

(Copy of Receipt endorsed on back of Execution)
Recd the amount of the within Execution Augt
11th 1840, (signed) Spring & Goodrich Pliffs atty.

Transcript from Execution Docket of the Clerk
of the Circuit Court of the County of Cook.

1734		1734					
Hammer and Lemmis vs James Herkington	1838 April 10 th	1838 May 10 th	\$158.91	\$9.60	184		
Allen & His Executors vs Herkington & Third	"	"	\$122.00	\$9.57 1/4	189		
James vs James	"	"	\$2.75				
Charles J. Hammer and Herdrie, v Lemmis	1838	1838					
vs James Herkington	Dec. 26, 26 th	Mar; 26 th	\$658.91	\$10.85	184		

Judgment against James Herrington for the sum of Six hundred and fifty eight dollars and ninety one cents and costs of suit. And also whereas William Allen and Lephas Weed Executors of Edward Stephens deceased did at the March Term of the Circuit Court for the County of Cook A. D. Eighteen hundred and thirty eight recover a Judgment against James Herrington and Nehemiah King for the sum of One hundred and twenty two dollars and costs. Upon which Judgment of Harmon & Sonnis against said Herrington an execution was issued dated on the 8th day of July A. D. one thousand eight hundred and forty. And upon which said Judgment of Allen and Weed Executors of Edward Stephens deceased against said Herrington an execution was issued dated on the said eighth day of July A. D. 1840 directed to Isaac R. Garvin, the Sheriff of Cook County to execute and by virtue of said two executions, the said Isaac R. Garvin levied upon the Lands hereinafter described, and the same were struck off and sold to Giles Spring, he being the highest and best bidder therefor. And the time and the place of the Sale thereof having been duly advertised according to Law. Now therefore know all by this Deed that I Oshbel Steele Sheriff of said County of Cook in consideration of the premises have granted bargained and sold and do hereby convey to the said Giles Spring his heirs and assigns the following described tract or parcel of Land to wit, The North West fractional quarter of section number twenty two, Township number thirty nine North (39) of Range Fourteen East of the Third Principal Meridian. To have and To hold the said described premises with all the appurtenances thereunto

belonging to the said Giles Spring his heirs and assigns for ever.

Witness my hand and seal this day of November in the year of our Lord One thousand eight hundred and forty one.

Abel Steele (Seal)
Sheriff of Co. Ill.

State of Illinois
Cook County

This day personally appeared before me the Undersigned Clerk of the Circuit Court in and for the County of Cook - Abel Steele Sheriff of said County And acknowledged before me that he executed the foregoing deed freely and voluntarily for the uses and purposes therein expressed, the said Steele being personally known to me to be the person who executed the said Deed.



Given under my hand and Seal of Office this twelfth day of February A. D. 1842.

H. Geo. Hubbard Clerk.

Filed this twelfth day of February A. D. 1842,
Eli. B. Williams. Recorder

State of Illinois
Cook County

I, Louis D. Hoard Clerk of the Circuit Court and Ex Officio Recorder of the Cook of Cook in the State of Illinois do hereby certify that the above is a true copy of a Sheriff's Deed to Giles Spring, which

was recorded in my Office on the twelfth day of February
A. D. 1842 in Book No 7 of Deeds on pages 107
and 108.

Certified under my hand and the
seal of said Court at Chicago this
6th day of October A. D. 1853
Louis D. Hoard
Clerk &c

The Official character of each of the foregoing officers
mentioned in this Bill of Exceptions was admitted.

Giles Spring to W^m H. Brown.

July 12th 1842.

Giles Spring and Wife

To W^m H. Brown.

This Indenture made the Twelfth day of July
in the year of our Lord One thousand eight hundred
and forty two Between Giles Spring and Savantia his
Wife of Chicago, State of Illinois parties of the first part
and William H. Brown, of the same place, party of the
second part - Witnesseth That the said party of the first
part for and in consideration of Twelve hundred dollars
in hand paid by the said party of the second part
(the receipt of which is hereby acknowledged) have granted
bargained, remised, released, sold conveyed and quit
claimed, And by these presents do remise release sell
convey and quit claim unto the said party of the second
part, his heirs and assigns for ever All the following
described Lot or parcel of Land, situate lying and being

in the City of Chicago and State of Illinois and known and described as part and parcel of the

North West fractional Quarter of Section number Twenty two (22) in Township Thirty nine (39) North of range number fourteen (14) East of the Third Principal Meridian and bounded on the North by Lands conveyed by James Herrington to John Wright On the East by Lake Michigan; on the South by Lands conveyed by James Herrington to Truman G. Wright and on the West by the West line of said Quarter section containing Thirteen acres of Land, be the same more or less Together with all and singular the Hereditaments and appurtenances thereunto or in anywise belonging or appertaining To have and To hold the same together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining and all the estate, right, title, interest and claim whatsoever of the said party of the first part either in Law or Equity to the only proper use benefit and behoof of the said party of the second part, his heirs and assigns for ever And the said party of the first part for himself his heirs executors and administrators doth covenant and agree to and with the said party of the second part, his heirs and assigns that he will Warrant and for ever defend the aforesaid premises to be free and clear of all claim or claims of all and every person or persons claiming or to claim by through or under him and none other.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written of Giles Spring (L.S.)

Sealed and delivered in presence of Lewantia Spring (L.S.)

Geo. Davis.

State of Illinois }
Cook County } B. Personally appeared before me the
Clerk of the County Commissioners Court in and for
said County Giles Spring and Savantia his Wife
personally known to me as the same persons who signed
the within Deed, who declared that they executed the same
freely and voluntarily for the uses and purposes therein
set forth.

X And the said Savantia Wife of the said Giles
Spring being by me made acquainted with the contents of
the within Deed declared she signed the same without
fear or compulsion from her husband, that she ~~is~~
relinquished thereto her right of dower and does not
wish to retract the same; said Interrogatories to the
said Savantia were answered apart from and out of
hearing of her said husband.

In testimony whereof I have hereto set my hand
(Seal) and the seal of said County this 14th July
1842 - Geo. Davis. Clerk.

Filed this 22nd day of February A. D. 1844.

Wm. B. Egan. Recorder.

State of Illinois }
Cook County } B. I, Louis D. Hoard, Clerk of the
Circuit Court and Ex Officio Recorder in and for said
County Do hereby certify that the foregoing is a true copy
of a Deed from Giles Spring and Wife to William H.
Brown which was recorded in my Office on the Twenty
second day of February A. D. Eighteen hundred and

forty four and is recorded in Book Number Eleven of Deeds at page One hundred and eleven.

L.S.

Given under my hand and the Seal of said Court at Chicago in the County aforesaid this 6th day of October A. D. 1853.

L. D. Ward. Clerk.

Bond from.

William H. Brown to
Matthew Safflin

Sept 26. 1845.

The defendant then introduced and read in evidence the following Bond from William H. Brown to Matthew Safflin, the handwriting of said Brown having been admitted. To the introduction of which in evidence the Plaintiff objected and the Court received the same subject to exception. To which decision the Plaintiff excepted at the time.

Of & I Know all men by these Presents that I William Bond referred H. Brown am held and firmly bound unto Matthew to wit testimony Safflin in the penal sum of Three thousand dollars of 1st M^o St. Brown for the payment of which well and truly to be made I bind myself my heirs executors and administrators jointly and severally firmly by these presents. Sealed with my Seal and dated this 26th day of September 1845.

The Condition of the above Obligation is such that whereas the said Brown has this day sold to said Laflin an equal undivided half part of a certain tract of land being part of the North West fractional quarter of Twenty two, Town Thirty nine, North range fourteen East known as the Harrington Place, bounded on the North by Lands sold by the State Bank of Illinois to Augustus Garrett - commencing Seventeen chains and eighty two links from the North West corner of said Fractional Quarter Section Twenty two on State Street and running thence South five chains and eighty eight links to Giles Springs lands thence East to Lake Michigan. From the point Seventeen chains and eighty two links from the North West corner of fractional quarter of section Twenty two on State Street aforesaid run East to Lake Michigan, supposed to contain fifteen $1/100$ acres be the same more or less And whereas the said Laflin has this day executed and delivered to said Brown his two Promissory Notes, one for seven hundred and eighty five dollars payable three months after date and the other for the like sum payable in six months after date, Now if upon the payment of the said Notes aforesaid the said William H. Brown shall execute and deliver to the said Mathew Laflin his heirs and assigns a good and sufficient Warranty Deed of the Lands herein described with relinquishment of Dower then the above obligation to be void otherwise to remain in full force and virtue.

W. H. Brown

(Seal)

September, 22. 1848.

200

Deed of
Wm. H. Brown to Mathew Laflin.

The Defendant then introduced and read in evidence the following Deeds and Conveyances, the execution of which were admitted - to the introduction of which the Plaintiffs objected, but the Court permitted the same to be read in evidence subject to objection.

This Indenture made the twenty second day of September in the year of our Lord one thousand eight hundred and forty eight between William H. Brown and Harriet C. Brown his Wife of the City of Chicago Illinois - Mathew Laflin of the same place of the second part Witnesseth That the said party of the first part for and in consideration of the sum of Fifteen hundred seventy five dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged And the said party of the second part for ever released and discharged therefrom, has granted bargained and sold And by these presents does grant bargain and sell unto the said party of the second part and to his heirs and assigns for ever All the following described premises situate lying and being in the County of Cook and State of Illinois and known and described as follows to wit The equal undivided one half part of a certain Tract of Land being part of the North West fractional Quarter of Section Twenty two (22) Town Thirty nine North Range fourteen East, known

as the Harrington Place - Bounded on the North by
Lands sold by the State Bank of Illinois to Augustus
Garrett commencing Seventeen chains and eighty two
links from the North West corner of said fractional
section twenty two on State Street and running thence
South five chains and eighty eight links to Giles
Springs lands then East to Lake Michigan. From the
point Seventeen chains and Eighty two links from the
North West quarter corner of said fractional quarter
section twenty two on State Street aforesaid run East
to Lake Michigan, the whole Tract supposed to contain
Fifteen $\frac{7}{100}$ acres be the same more or less Excepting
and reserving from this conveyance one acre of land
in the South East corner of said land above described
deeded to — Best and upon which his Brewery now
stands, the consideration of which Sale to wit Five
hundred dollars having been received and divided
between said Brown and Laflin Together with all
and singular the hereditaments and appurtenances
thereunto belonging or in anywise appertaining And
the reversion and reversions remainder and remainders
rents issues and profits thereof All all the Estate rights
title and interest claim or demand whatsoever of the
said party of the first part either in law or Equity of
in and to the above premises with the hereditaments and
appurtenances To HAVE and to hold the said premises
above and described with the appurtenances unto the
said party of the second part his heirs and assigns for
ever And the said William H. Brown for himself
his heirs executors and administrators do covenant bar-
gain and agree to and with the said party of the
second part his heirs and assigns that at the time of

the enrolling and delivery of these presents the said premises are free and clear of all former and other grants bargains sales liens judgments and incumbrances of what kind or nature soever done or suffered by the said party of the first part, and the above premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof the party of the first part shall and will warrant and forever defend.

In witness whereof the said party of the first part hath herunto set their hands and seals the day and year first above written.

Sealed and delivered } William H. Brown (LS)
in presence of ... } Harriet C. Brown (LS)
Henry Brown.

State of Illinois }
Cook County } ss.

I Henry Brown a Notary Public in and for the said County in the State aforesaid do hereby certify that William H. Brown and Harriet C. Brown who are personally known to me as the real persons whose names are subscribed to the annexed Deed appeared before me this day in person and acknowledged that they executed and delivered the said Deed as their free and voluntary act for the uses and purposes therein set forth And the said Harriet C. Brown wife of the said William H. Brown having been by me examined separate and apart and out of the hearing of her husband and the contents and meaning of the

said Deed having been by me made known and fully explained to her she acknowledged that she had fully and voluntarily executed the same and relinquished her dower to the Lands and tenements therein mentioned without compulsion of her said husband And that she did not wish to retract the same - Given under my hand and Notarial Seal this 23rd day of September in the year of our Lord one thousand eight hundred and forty eight.

L.S.

Henry Brown

Notary Public &c

State of Illinois
Cook County } ss.

On this sixth day of October 1848 the within Deed was filed for Record and duly recorded in Book No 28 page 510.

L. S. Kimberly

Recorder.

Deed of
Wm H. Brown to Matthew Laflin

Feb. 18. 1853.

Quit claim Deed.

This Indenture made this Eighteenth day of February in the year of our Lord One thousand eight hundred and fifty three Between William H. Brown and Harriet L. Brown his Wife of the City of Chicago party of the first part and Matthew Laflin of the same place

party of the second part. Witnesseth That the said party of the first part for and in consideration of Twenty thousand Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part for ever released and discharged therefrom, hath remised, released, sold, conveyed and quit claimed And by these presents doth remise release, sell, convey, and quit claim unto the said party of the second part his heirs and assigns for ever All the right title interest claim and demand which the said party of the first part hath in and to the following described lot, piece or parcel of Land, to wit lying in the City of Chicago and State of Illinois and known and described as part and parcel of the North West fractional quarter of section number Twenty two (22) in Township Thirty nine (39) North of Range number Fourteen, East of the Third Principal Meridian and bounded on the North by Land conveyed by James Herrington to John S. Wright on the East by Lake Michigan, on the South by Lands conveyed by James Herrington to Truman W. Wright and on the West by the West line of said quarter section, containing a Thirteen Acres of Land be the same more or less.

To have and to hold the same together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining And all the Estate right title interest and claim whatever of the said party of the first part either in Law or Equity To the only proper use benefit and behoof of the said party of the second part his heirs and assigns for ever In witness whereof the said party of the first part here unto set their hands and seals the day and year first

above written.

Signed sealed and } William H. Brown (L.S.)
delivered in presence of } Harriet C. Brown (L.S.)

State of Illinois }
Cook County } S.

I A. J. Brown a Notary Public
in and for said County in the State aforesaid do hereby
certify That William H. Brown and Harriet C. his
Wife who are personally known to me as the same
persons whose names are subscribed to the foregoing
instrument of writing, appeared before me this day in
person and acknowledged that they signed sealed and
delivered the said instrument in writing as their free
and voluntary act for the uses and purposes therein
set forth.

And the said Harriet C. Wife of the said Wm.
H. Brown, having been by me examined separate and
apart out of hearing of said husband and the contents
and meaning of the said instrument of writing having
been by me made known to her, acknowledged that she
had freely and voluntarily executed the same and as
relinquished her dower to the Lands and Tenements
therein mentioned without compulsion of her said husband
and that she does not wish to retract the same.

Given under my hand and
Notarial Seal this Eighteenth day
of February A. D. 1853.

Andrew J. Brown
Notary Public

The Defendant then introduced the following stipulation signed by Attornies of both parties in regard to ages of heirs of James Herrington

Augustus M. Herrington	Born	July 27. 1820
Nathan	"	May 29. 1822
James	"	June 26. 1824
Fanny	"	Nov ^r . 12. 1826
Alfred	"	Feb ^y . 21. 1829
Jane	"	Oct ^r . 30. 1830
Thaddaus	"	Dec ^r . 5. 1832
Mary	"	Jan ^y . 11. 1835
Margaret	"	Nov ^r . 3. 1836
Charles	"	April 7. 1839

The above statement of the time of the birth of the above named persons is admitted and they are all the living children of James Herrington deceased, except that Fanny died as in the other stipulation set forth.

Dated March 2/55.

C. Goodrich. Atty for
heirs of Herrington dec^d
Arnold & Beckwith
Attys of Deft.

Oral Testimony.

The Defendant thereupon called as a Witness on his behalf William H. Brown who being first duly sworn testified as follows.

" I have resided in Chicago since the fall of 1835. I know the tract of land described in the Sheriff's deed to Giles Spring, Spring conveyed the 13 acre tract in a

question to me in 1811², I conveyed the premises to the Defendant Laffin, the first undivided half by deed dated 1848, and the other remaining half in 1853. An indemnifying Bond was given to me by Laffin against the covenants of title in the first deed as part of the consideration of the last conveyance. The said 13 acres in controversy is off the North part of the North West fractional quarter Section Twenty two, Township Thirty nine, North range Thirteen East, bounded on the North by John, S. Wright's 43 acres, on the West by State Street, and on the South by a Tract containing 48 acres, sold by Herrington to Truman G. Wright.

I had some acquaintance with James Herrington in his life time, and always understood that he lived on the Premises in question. The house on the place was built by him as I have been informed. I bought the place of Giles Spring July 12th, 1811² and went into possession immediately after my purchase. I purchased in fact of B. W. Raymond sometime before I procured Spring's deed, and with the understanding that the Deed was to come from Spring. There was a house and Barn on the 13 Acre Tract at the time I purchased. At that time there was an old road running North & South in front of and across the premises, about 200 or 300 feet West of the Lake shore and the house and barn fronted East on that Road. The Barn was a little South of the House. The 13 acre Tract is 5 chains 88 Links in width.

Oct. 5. 1811² I paid Niles Bates \$40,00 for moving the House and Barn West so as to be

and fronting East upon Michigan Avenue - They were moved in September previous. In April 1843 I employed George W. Merrill to make repairs upon the house, which he did. At that time I also put up a good post & board fence, enclosing six or seven acres embracing the house and Barn. The fence extended East to the old road spoken of and may have taken in a part of that Road, and South to the South line of the 13 acre tract to the North line of the South 48 acres of the quarter, and was extended West as far as Michigan Avenue or where it would have been if the line of that Avenue had at that time been extended, and as far North as John S. Wrights 43 acres on the North side of the quarter section. The land East of the road on the Lake shore, was not enclosed, nor was any part of the Tract lying West of Michigan Avenue (Those parts were open and public.)

The first repairs on the house in 1843 must have been slight. I put it merely in a habitable state. I believe Mr. Darrow was my first Tenant. Before Darrow a Mr. Sammons was in under Herrington. My impression is that Darrow went in in 1843 I cannot remember whether I erected the fence before he went in or not. He had a right to occupy the whole place as I understood it. He had a written Lease which I have looked for but have been unable to find. The premises were probably described in it as the old Herrington Place, the name it went by. I should say that the premises leased were the house, barn and garden. That was all probably that Mr. Darrow or any other Tenant occupied, outside of the enclosure it was all good prairie (and any body had the right

to use that part of the Land not enclosed. I cannot say how it was described in the Lease, but I think it was described as the Herrington Place."

In the fall of 1843 and Spring of 1844 I made considerable repairs upon the house at an expense of from \$300 to \$400. At that time Darrow had left. I was then fitting up the House for Mr Alfred Cowles. Mr. Cowles succeeded Mr. Darrow and went into possession of the House and premises in the Spring of 1844, and remained in a year or more; he went out in the Spring of 1845. I never made him a written Lease and he never paid any rent. I fitted up the house for him. He occupied all the Premises that were enclosed. Nothing was said as to how much he was to occupy - he had the same right to use one part as the other. After Mr. Cowles left I rented the Premises to an Irishman and in July 1845 he sold out to a man by the name of Johnson and I gave to him a written Lease, the whole Lease having been surrendered and cancelled. I do not recollect what was leased to Johnson or that any part was reserved, I suppose I leased it as the Herrington Place - but I have no recollection of it. The place was called the Herrington Place, and I believe it was generally known by that name. I have no recollection of leasing it in any other way - or of that way.

In October 1845 I sold the house & land to Benjamin Wilder. Johnson left about that time, and Wilder moved the buildings off the same fall. The Defendant Saffin was interested with me in the Land as early as 1845 and assisted in getting Johnson off.

When Laflin purchased I gave him the Bond marked No. 1 the date of the Bond being the time of his first purchase, and afterwards upon his compliance with the terms of the Bond I gave to him the deed of myself & Wife dated Sept. 22^d 1848 in compliance with the terms of the Bond on my part. In 1846 I raised a crop of Oats in the old enclosure.

In 1847 Mr. Laflin and I fenced in that part of the 13 acre tract in question lying along the Lake shore East of the Old Road. On the 6th September 1847 I paid an ac for manure and ashes. The fence made in 1847 was made so as to include the Sand part of the tract lying East of the Old Road. To make this fence I took down the fence first made. The Sand Hills along the shore were levelled. In some places they may have been six or seven feet high. They were all levelled along the front of the whole tract, except on the Best acre; he was then in possession. After the whole was levelled it was covered with ashes and manure. For levelling this part of the tract and hauling manure I paid Thomas Cook \$91. and to one Mulloony \$26. These Bills run from June to October 1847.

122

78 X

I made no efforts to prevent the stealing of Turf from the other parts of the Tract, there was no Turf on this part of the Tract, but I did make efforts to keep persons from hauling away Sand. I employed persons to watch and keep intruders off from the shore. In these days people got all their Sand in this direction.

In September 1850 we commenced the construction of a pier in front of the Tract in question. The object of it was to prevent the Lake from cutting into the Sand. In 1849 the lake began to cut in owing to the

construction of Johnson Pier North of it. This Pier was a regular Pier of brick and Stone work and was extended from the shore east into the lake. This is the Bill and also for this work and the first item in it is dated Sept. 1850. The work may have been commenced in 1849. Think it was commenced in 1849 and afterwards extended it into the lake in 1850. Before Johnsons Pier was built the lake did not cut into the tract.

From the time I bought of Spring, down to the time I sold to Laflin an interest in 1848 no other person was in possession of the premises, and no other person during that time claimed any possession. After I sold an interest to Laflin we were in possession together until 1853 at which time I sold out to him. The lot or tract was designated on Dees and Ruckers Map as Brown & Laflins tract. This map was published in 1849 and was afterwards in general use in Chicago. In 1852 we leased a part of the premises near the Shore to the Michigan Central Railroad Company. The sale of the acre to Mr. Best must have been a year before the Deed was made to him. The deed was made a year after the Sale. If that is dated in 1847 the Sale must have been in 1846. I have no recollection of the precise date.

In 1842 I paid City taxes of that year on this Land. I did not pay the State & County taxes for that year but permitted it to be sold. In 1843 I paid all taxes for County and State. I do not find a tax receipt among my papers for the City taxes of that year. I believe there was no apportionment for that year by the City. I also paid State and County & City taxes for the ensuing

years of 1844 and 1845, on the whole tract which was assessed as 13 acres.

In 1846 I paid State and County taxes on 13 acres of the tract which was assessed as 13 acres; Also the City taxes for the same year 1846 on 12 acres of the Tract which was assessed as 13 acres.

In 1847 the tract was assessed as 13 acres by the County and City both. I paid the State and County taxes for that year on Twelve acres of the tract undivided and the City taxes on the whole 13 acres. In the succeeding years of 1848 and 1849 I paid all State County and City Taxes on an undivided 12 acres of the tract which was assessed as 13 acres and Best paid the taxes on the other acre for 1848 & 9, but not State and County taxes for 1847 for which year it was sold. After that time Best paid all the County and State and City taxes on one acre assessed to him for the years 1850, 1851, 1852 and 1853, and Laflin and I paid all the Taxes on the other 12 acres of the tract which were assessed for those years by the State and County and City.

Tax Records.

Hereupon the Defendant introduced the Warrants issued by the County of Cook and City of Chicago for the collection of County and State and City taxes, and also the assessment rolls of the same, from which Warrants and Assessment rolls it appeared in evidence, that all the taxes on the said tract of Land from the years 1842 to 1853 inclusive, had been paid, except as follows.

For the year 1843, no assessment by the City of Chicago County and State taxes for 1842 not paid, and the whole tract sold Sept^r 18, 1843 to William H. Brown for the taxes of 1842.

1846. City taxes for this year (1846) paid on 12

Acres only; the taxes assessed on the whole tract undivided for that year, and unpaid on an undivided one acre Warrant for the collection of the taxes of this year dated Sept. 29. 1846. And Ordinance for the assessment of the taxes for that year and confirmation of the assessment roll passed Sept. 9. 1846. On the 15th February 1847 an undivided one acre of the tract sold by the City to Samuel J. Lowe for the taxes of 1846.

1847 for this year the County and State Taxes on the whole tract were assessed undivided, and the taxes on an undivided 12 acres marked paid. And the State and County taxes on the other undivided one acre unpaid. The records of the County also show that on the 4th day of July 1848 one acre of the said tract was sold to William H. Brown for the said taxes of 1847, and the Defendant here introduced the tax receipts showing the payments of all the taxes for years 1842 to 1853 inclusive, with the exception of City taxes of 1846 and State and County taxes of 1847 on one acre as above stated and the State and County taxes of 1842 as above stated and also showing that the taxes of 1853 were paid before commencement of this suit.

William H. Brown then proceeded as follows.

My possession was open and notorious, I state this because I knew a great many persons knew of it. I went into possession soon after I received my deed from Spring as before stated, and under it. It was called the Brown & Laflin tract on the map gotten up by Rees & Rucker.

William H. Brown Cross Examined
William H. Brown, testified further as follows

on Cross Examination.

Neither Darrow nor bowles used or occupied, any part of the Land outside of the Enclosure. No person lived on any part of the tract, after Mr. Johnson left in 1845, down to 1852 except Mr. Best. Johnson occupied from July to October 1845.

Neither Gastlin or myself ever enclosed or cultivated any part of the land in question, outside of the enclosure described in direct examination at any time. All the land outside of that has been entirely vacant. Michigan Avenue and Wabash Avenue were thrown up in 1847 South across the tract. I am not positive whether they were laid out under the authority of the City. They were made as improvements on the land and were used as Public Streets. Paid Kettlestring May 31. 1847 \$23.50 for making Streets.

We removed enough of the old fence which was erected in 1843 to build the fence along the shore so as to enclose a strip of about 300 feet in width. Full one half of the old fence was removed and no oak were raised on the Land after this fence was put up along the shore. The Land was left open as a common. The part along the shore was enclosed so as to keep people out; but we never cultivated that or built upon it.

The washing of the Lake along the Shore would occasionally wash the Bank away after this fence was built, And after a year or two or three it became an insufficient fence and would not turn cattle. The wind blew away the Land from the posts and some of the boards from the posts. I should think the fence remained in such a state as to turn cattle about two years, when it began to go to decay and fall down

X I never repaired it when it began to fall to pieces. Most of the Posts that were washed away by the lake remained until 1852 when the Railroad came there. There were some boards on them at that time but a part of the fence had been washed away.

After 1848 I do not recollect that we did any thing on the Land or any part of it except to build the pier. The pier abutted very near on Bests North line. The Best acre is in the South East corner of the 13 Acres in question. I think the Pier was about 20 feet in width somewhere from 10 to 20 feet. I think we commenced constructing it in 1849. I cannot state the time with any certainty as I had but little to do with it. I do not state the time definitely, I cannot. I do not know that any person has been in possession since I sold to Laflin in 1853. I do not know that he has since enclosed any part of the tract, I know of no fence being built upon it except those spoken of.

I came here in 1835 as Cashier of the State Bank of Illinois and continued here in that capacity until 1842 or 1843. My general business in the Bank was acting as Cashier and making loans. The Bank had a Judgment against James Herrington deceased in 1838. It was upon a loan made of the Bank. I knew James Herrington in his lifetime. No loans were made by the Bank to any person, without my knowledge. I knew that Herrington had lived there on the Land and that the place was called after Herrington, who was the Patentee. Before I purchased of Spring I wrote to Danville to ascertain whether the Patent had issued to him. The controversy in 1837 was about a part of this Land between Herrington and Gordon S. Hubbard was well known. Mr. Herrington was well known.

here at that time. I recollect the Settlement made by Herrington's Administrators, in the Spring of 1841 with the creditors of the Estate. I recollect that there was a division of Land among them. From the fact that his Estate was being administered, I judged that he was dead. I recollect that the Bank took a piece of the Land which was divided among the creditors for its debt against Herrington. I knew when I bought that Spring derived his title to the tract in question under a Sale upon the Harmon & Loomis' judgment. I had a conversation with Spring about Mrs. Herrington's dower before she deeded to Spring. About the time I purchased of Spring he delivered me Mrs. Herrington's deed to himself.

The first deed to Laflin made by me was a Warranty Deed for one half of my interest in the 13 Acres. The indemnifying Bond was given to me by Laflin when I sold to him the second half of the Land. That was a part of the terms of the Sale. I required it because I had discovered some facts in regard to the title which I did not like and which I then communicated to Laflin. I had then discovered that the execution on the Harmon & Loomis judgment was issued after Herrington's death. Mr. Laflin knew all that I did and purchased at that time with that knowledge. I would not have sold it to him at all, if the title had been perfect. It affected the price I got for the property. It was nothing like the value of the property. I received a house & lot in Washington Street in Chicago and the indemnifying Bond against the covenants in my former Deed to Laflin and in the Deed to Best. Up to within a short time before I sold to Laflin in 1853 I had always supposed that the execution on the Harmon & Loomis judgment was issued in the lifetime

of Herrington, though I must have heard of his death at the time. The reason why I sold was I thought there might be a controversy, and I wanted to avoid it. I do not know how Darrow or Bowles used the Land outside of the enclosure - or whether they used it for grazing or any other purpose.

It was farming land, everybodys Cattle could run outside the enclosure. I have no recollection of examining the Sheriffs Deed to Spring or the Sale of the Land in question. When I bought I never thought anything about looking to see when the Writ issued or anything about it. The South 40 Acres of the same Quarter section had been Mortgaged to Herrington by Truman G. Wright and the Mortgage had been foreclosed. I think the Meeting of Herringtons Creditors for the purpose of dividing that tract among them, was in the Spring of 1844. I never knew that the title was questioned or questionable until a short time before I sold to Laflin 1853, but up to that time supposed it perfect. I never looked to see when the Execution was issued. I relied at the time on Spring, and I did not suppose he would issue an Execution against a dead man. I supposed of course it was issued before his death.

Joseph Kettlestring was then called by Defendant

I was employed by Brown Laflin in 1847 to throw up the Streets on premises in question and threw them up across the tract. They were an extension of Habash and Michigan Avenues. I dont know that they were laid out by the City. I did not do it under direction of the City. Brown paid me for my work May 31, 1847. \$23.50.

Matthias Best was then called by the Defendant and testified as follows.

I know the 13 acre tract in question I bought one acre of it in 1846 of Brown and had a Bond for a Deed which I gave up to him when I received my Deed and had paid up in full. I went on to the Land sold to me soon after I bought. Gaffin let me into possession. Gaffin removed the fence spoken of after I went on to my acre. He put the fence along the shore, levelled the Land down, and drew Hay, ashes and manure upon the Land. While the men were at work there building fence along the shore levelling and manuring. I saw Gaffin there every day. My acre is located in the South east corner of the 13 acre tract. I paid the taxes on it every year since I bought it except the year 1846. It was sold in 1847 by the City and County both for the City taxes of 1846 and State and County taxes of 1847 to me Wm H. Brown. I have been in possession of that acre ever since, I bought it. No one else has been in possession of the Acre since I bought it.

The Pier built by Gaffin & Brown was begun I think in 1849. I built a pier on my acre first. I think Gaffin's Pier was begun in the fall of 1849. The next year 1850 it was piced out. It remained there down to 1852, when the Railroad company built their road along there. I have had exclusive possession of my acre since I bought it. Gaffin has not had possession of it.

Col^l Benjⁿ Wilder being sworn on the part of the Defendant testified as follows

I have known the Land in question since 1838.

I know of Darrows being there. Do not recollect when he went there. In 1842 the House was moved from the old Road on the Lake shore. It was moved about six hundred feet West to Michigan Avenue. I know of Cowles going there; he went there in 1843 or 1844, and remained fifteen or eighteen months. An Irishman was there after Cowles, Johnson was there after him. I bought the buildings in October 1845. I removed them over on the South Branch of the Chicago River.

After the house was moved by Brown to Michigan Avenue it was pretty thoroughly repaired. The old or first enclosure on the East was of rails and enclosed some four or five acres. The new or second enclosure which was made after the house was moved to Michigan Avenue was made of posts and boards. I think a crop of oats was raised in this enclosure in 1846. In 1847 a part of the new fence or second enclosure was taken away and put along the shore. I should think that one half or two thirds of the old fence was taken away to build the new. The East line of the old enclosure formed the West line of the new enclosure or fence. After the last fence was built the sand hills along the shore in that enclosure were levelled down. In 1849 or 1848 I will not be certain, the first short pier was put down. The sand washed out and it settled some. The fence along the shore was made for keeping persons from hauling sand away from the premises.

This property was known as the Herrington Place. The first I knew of Mr. Brown's purchase of it was in 1842 when Oakes was moving the building. The

first I knew of Lafflin's having or claiming any interest there was in 1845 when he wanted me to buy the Buildings. The property I was at that time in the habit of daily passing over to the Lake for water.

Cross Examined by Plaintiffs.

The last fence made on the premises along the shore must have enclosed from Two acres to Two and a half acres. This fence was made from the fence of the old enclosure. It took to build it from one half to two thirds of the old fence, and left the land previously enclosed open and public. Full two thirds of the fence around the North West sides of the old enclosure were taken to fence in along the shore.

I knew James Herrington deceased. He was well known during his life time in this community. His death was notorious, as much so as the death of any other man of that day could be. He was an old settler. He must have moved into this place as early as 1831. He was a man well known. I came here in 1830. Herrington made the Original claim to the quarter section a part of which is this 13 acres. He lived in the house spoken of. He obtained the Land by pre-emption.

The Defendant here introduced stipulation in regard to testimony of Charles V. Dyer

Herrington et al

vs

M. Lafflin

It is admitted that Dr. Chas. V. Dyer on the former Trial of this cause swore in substance - That he was an old resident in Chicago, knew the

property familiarly - that he knows the Herrington Tract - that Darrow occupied the house on said premises as early as 1842 - knows Darrow occupied the same under Wm H. Brown - Thos Cook haunted said therefrom.

Never knew any body but Brown or Brown & Lafflin to be in possession thereof or exercise any acts of ownership over the same - Their acts & such possession over the same was open & notorious - more so than of any other out property in the city - Since Darrow & Coates left it, it has been without any house on it.

It is agreed that the above shall be admitted in evidence as the testimony which said Dyer would give were he present and sworn in the case - and that on the present Trial of this cause the same may be used, and shall have the same force & effect as if the same were here given in open court by said Witness Dyer.

Goodrich & Manierre
for Plff.
Arnold & Beckwith
for Defs.

which was read in evidence.

Also read in evidence deposition of
Alfred Howles.

1st Interrogatory.

What is your name age and place of residence.
Are you acquainted with the parties to this suit and
how long have you known them.

Answer

My name is Alfred Bowles, I am sixty two years
of age, resides in the County of Santa Clara and
State of California, I know the Defendant, and have
known him eight or ten years. I have no personal
acquaintance with the Plaintiffs only by reputation.

2nd Interrogatory.

Are you acquainted with the Premises and land
in controversy in this suit, to wit, all but the
undivided two elevenths of one tenth of that part
of the North West fractional quarter of Section Twenty
two Township Thirty nine North range fourteen East
of the Third Principal Meridian bounded North by
that part of said quarter section conveyed by James
Harrington and Charity his Wife to John T. Wright
by Deed dated December third 1834 and recorded in
Book B. page 275 of the Records in the Records
Office of Cook County West by the West line of said
quarter section, South by land conveyed by said
James Harrington and Charity his Wife to Truman G.
Wright by deed bearing date June 3rd 1835 and
recorded in the Office of the Recorder of Cook County
in Book A of Deeds page 118 and on the East by
Lake Michigan and how long have you known
said premises.

Answer.

I know the premises and my knowledge of them
commenced sometime in May 1844.

3rd Interrogatory.

Did you ever occupy said premises, or any part thereof, and if so, when and for how long a time and under whom.

Answer.

I occupied a portion of said Premises as described in my deposition in the case of Harrington vs. Tustin commencing sometime in May 1844 for near a year under William H. Brown of Chicago.

4th Interrogatory.

If to the foregoing Interrogatory you state that you did occupy said premises, state how you occupied and for what purpose you occupied the same.

Answer.

I lived in a Dwellinghouse with my family for a residence.

5th Interrogatory.

State fully and in detail what improvements were on said Premises, describe the house and inclosures and extent of cultivation, and fences

Answer.

There was a Two Story house, Thirty by sixteen with at least five rooms in it above and below built of Wood. My impression is that there were between five and ten acres of land inclosed by a post and board fence of cedar posts and pine boards. There was also a large Barn within the same inclosure. There was a crop of oats raised on it while I occupied it.

6th Interrogatory.

Do you know of any other matter or thing of benefit advantage or use to the Defendant in this cause, if so,

state the same as fully as if particularly enquired of concerning the same

Answer.

I know of nothing further.

The Defendant then rested his case

And the Plaintiffs thereupon proceeded to give further testimony as follows.

Plaintiff's testimony.

J. Young Seamon.

being called on the part of the Plaintiffs and duly sworn, testified as follows.

I was acquainted with James Herrington. The Bank had a claim against him in 1838. I was the Attorney of the State Bank at Chicago. I presented the account in behalf of the Bank against his Estate in 1839. James Herrington was well known, he was as well known as any man in this country at that time. His death I presume was well known. He and one Sterling were the first settlers at a place now called Geneva in Kane County. The place was then called Herringtons Place. He removed there from Chicago, where he had previously lived for many years. Mr. Brown was acquainted with the fact of his death when it occurred, as I believe. He was the Cashier of the Bank and generally gave some such notes and accounts as were to be put in suit or collected. He must have conversed about Herringtons death, when it took place, in reference to the Bank claim against his Estate. I sent the $\$$ against the Estate in behalf of the Bank in May 30th 1839. The Cashier generally

placed all the ~~af~~ and notes of the Bank in my hands for collection as the Attorney of the Bank.

The paper now presented to me containing the Bank ~~af~~ against the Estate is in my handwriting. This claim was afterwards paid to the Bank.

Mr. Sprung (Giles) as I understood sued Herrington's Estate for his fees. He was Herrington's Attorney. He knew him well - used to stop in his House at Geneva where he was out there attending Court in Kane County. He was his Attorney in the suit of Gordon S. Hubbard vs James Herrington respecting a part of this very land. The case is reported in 1st Scammon. It was the greatest suit of all that time in Chicago. Sprung must have known the fact of Herrington's death as soon as any one. Herrington was as well known as any man in all this Country.

The Plaintiffs thereupon gave in evidence the following statement of account spoken of in the testimony of J. Y. Scammon, as having by him been filed against Herrington's Estate, the same having been duly proved:

The President, Directors and Company of the State Bank of Illinois have the following demand against the Estate of James Herrington deceased, to wit,

A Promissory Note for \$113.31 dated December 21st 1837 Payable to Walter Kimball with interest on demand, made by said James Herrington & endorsed by said Walter Kimball to said Bank upon which said Note there was paid August 15th 1838 \$50.00.
Chicago.

May 30th 1839.

J. Young Scammon

Att. to said Bank.

On the back of which is the following endorsement

Court in and for said County, do hereby certify the above to be a true copy of the Original paper on file in my office among the Records of the Estate of James Herrington deceased.

In witness whereof I have hereunto set my name, and the Seal of said County Court, at my Office in Geneva, this 1st day of March 1855.

James Herrington.

Clerk.

The Plaintiffs thereupon gave in evidence a letter written by Giles Spring bearing date April 23. 1841. (having first proved the handwriting of the said Spring) of which the following is a true copy:

Giles Spring's Letter.

Chicago, April 21. 1841.

Mr. Durham /

Dr. Sir / I am extremely anxious to have the matters in relation to the Sale of the Wright Mortgage and the Debts against the Herrington Estate closed up. If I am to get any the property, or anything for my debt I would like to have it.

Suppose you fix upon some day as soon as possible to close up the matter and give the Sheriff notice to advertise the property for Sale on the same day. I understood you that all persons interested had consented to an arrangement excepting a small amount due some person down South which you expected. Give Mr Churchill directions soon. I would like to get my portion so that I could improve it this Spring.

Mailed
April 25

Respy. yours &c. G. Spring. Directed on the back. Mr Durham Admr of James Herrington decd

The Plaintiffs then gave in evidence the following original Plot of the Partition made by Morris & the Adm^{rs} of Herrington's Estate of the South 48 acres among the Creditors of said Estate made in 1841.

M^{rs} H. is to be paid \$100. of the Claimant's claim.
 Surveyor Bradley is to be paid \$2.00

Spring paid \$25 to her

\$1039.88.

\$100.00.

\$589.02

\$79.00.

\$85.36

\$73.00

\$100.00.

\$108.00.

\$356.63.

\$110.72

\$98.17

\$140.06

\$91.70

\$1119.65

\$4160.79

John Wright 43 Acres

Herrington 13 acres

Giles Spring.

Lot Churchill.

David Dunham.

B. Denmore

Saml. Corry

Charity Herrington

Alonzo Huntington

B. J. Morris

Hamilton & Grant

State Bank

John. T. Wright

Rodman & Parks

A. K. Fullerton

J. Bird

Christian Sackrider

John Peter Snyder

Christian Sponable

H. B.



Blacks

Plot of
Partition

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deeded

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deeded

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Michigan
 Lake

48 Acres off of S. W. 1/4 Section No 22, T. 29, N. R. 14, E.
 \$2,412 1/2 is to be paid to M^{rs} Herrington.

269 feet B

269 ft

25 1/2

171 1/2

20 1/2

22

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170 1/2

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State Street.

269 feet B

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52 1/2

170 1/2

A

1007 feet from A to B.

State Street.

269 feet B

269 ft

25 1/2

171 1/2

20 1/2

Bucknor S. Morris was then sworn on the part of the Plaintiffs and testified as follows.

I am acquainted with James Herrington deceased. I sued his Estate in March 1840 for fees. He died at least a year before the suit was brought.

Messrs Spring, Collins & myself were engaged as counsel for Herrington in the case of Hubbard. His death was notorious at the time it occurred. He was as well known as any other man at that time. Messrs Spring, Collins & myself had claim against the Estate. The fact of his death was well known by all immediately after his death.

There was a tract of land foreclosed against Truman G. Wright in behalf of the Administrators of Herrington's Estate in the fall of 1840. At that time the Administrators came in to make arrangements about dividing it among the creditors of the Estate for their Debts. I agreed to purchase the Land on execution and divide it pro rata among the creditors at Spring and Raymond's solicitation. I bid it off for the benefit of myself and the other creditors of the estate. There was Forty nine acres in the tract, to be divided. In the Spring of 1841 Messrs Spring, Raymond and the Administrator Dunham, divided it off among the creditors at the rate of \$90.00 per acre. The deeds to the several creditors were made by me about the same time. The deed to Spring for his part of the Land was made in July 1841. A small part of the land about 18 feet front was reserved to Mrs. Herrington at Spring's instance. Mr. Spring wanted his part set off to him off the North side of the tract, and it was so made. Before the division was made Mr. Spring had

it surveyed off into parts.

Mr. Wm. H. Brown was present part of the time with the other creditors while the negotiations between them and the Administrators were progressing, representing the Bank debt, and the Bank took a share of the Land. Mr. Spring as creditor represented claim of Harmon Loomis & Weed & Allen's Judgments, against the Estate, and also Collins demand against the Estate, for fees which I believe he had purchased. There was nothing paid at the time of this settlement of Spring's sale on the execution on Harmon & Loomis Judgment. I knew nothing of that sale, it was not mentioned by Spring, nor was anything said about the 13 acres. About a year after this Mr. Raymond called upon me and said that Spring had sold the whole quarter on the Harmon Loomis Judgment and execution. I called on Spring in reference to this Sale and talked with him on the subject; he said he had no claim to the 48 acres; would give a release to any one for it; He said his Sale was not worth a damn.

Mr. Spring's claim against the Estate of Herrington was allowed with those of the other creditors, and paid by a strip of the Land which was divided from the North side of the 48 acres, about 269 feet in width.

I cannot say whether the Harmon & Loomis judgment was included in his claim or not, I don't know whether that claim was paid or not. I cannot say that I know what items made up Spring's claim. He was allowed in the Settlement with creditors \$1039.88, which was paid in land. All the debts against the Estate held by Spring I understood were settled by the Settlement referred to. The Administrators expressly said that they would not settle without all claims of creditors were settled, I don't recollect that anything was said about the

13 acres.

I don't recollect when the Defendant Laflin came here. I saw him here in 1836. '7, he was here then. He was here a good deal of the time. I did not know of his residing anywhere else. He built here after the Canal Sale in 1839 on lots bought at that Sale, and has resided here ever since.

Crop Examined by Defendant.

The arrangement with creditors of Herrington was made with reference to the South 48 acres. The 13 acres was not included in it. The administrators wanted that the 48 acres should pay all the debts. It was talked that the Geneva property was to be left for the Widow. Mr. Brown represented the Bank in the settlement. It was represented by Brown or Scammon. If Mr. Brown should swear that he did not represent the Bank I should say he would be most likely to know. I have a recollection of delivering the Bank Deed to Mr. Brown for its part of the Land. My impression is that it was made to Mr. Brown directly. No one here acted for the Bank at that time but Mr. Brown and Mr. Scammon.

Gordon, S. Hubbard, called by the Plaintiffs testified under oath as follows.

I knew Mr. Herrington in his lifetime. He died in 1839. He was a man well known in the country about, and his death was pretty generally known here. He was a very prominent character. He was an old citizen here, and was generally known to every one.

The Defendant Laflin was here doing business

some years before he came here to reside. He came here to reside about 1838. Mr. Spring resided here long before Herrington's death, and continued to reside here afterwards, and died here.

Crop Examination.

Mr. Herrington kept a Public house at the time he died at Geneva, where he had resided. He held no public Office at the time that I know of.

Mr. Gastin was for several years after he came here engaged in selling powder along the canal. He had a powder house in this City which was his head quarters. His business was also buying Lands. He bought lands here before 1840. I think he bought some West and South in the corporate limits. He bought some lots at the Sale of Fort Dearborn Addition in June 1839.

Alonzo Huntington was then called by the Plaintiffs and being sworn testified as follows.

I knew James Herrington in his lifetime. He was a prominent man and was well known here. I came here in the fall of 1835. I knew him shortly after I came here. He continued well known to the time of his death. He died in March 1839. His death was notorious through this Town, when it occurred. I acted as Attorney of his Estate, in the foreclosure of the Truman G. Wright Mortgage. The scire facias was brought in the Winter of 1840, by the Administrators and judgment was entered of foreclosure in October 1840. I had frequent conversations with Spring on that subject. Mr. Spring was in the habit of attending the Kane Circuit Court, on professional business before Herrington's

death. I was then acting as States Attorney and attended the Sessions of that Court. I don't recollect any term he was not there. Herrington lived at Geneva, where the Court was held. Spring must have known of Herrington's death as soon as anybody. He was a creditor of the Estate, I was employed by the Administrators of the Estate, and had frequent conversations with him.

There was an arrangement among the creditors by which the South 48 acres was to be divided among them. It was made in the Spring of 1841 after the judgment of foreclosure was had. The administrators found they could not do otherwise, and by an arrangement with the creditors the land was bid off on the execution by Judge Morris.

I know that the Bank was a creditor of the Estate and my impression is that that interest was represented by Mr. Brown at the meeting of the Creditors and administrators. The meeting was in my Office the creditors kept coming and going. My recollection is that the Bank was represented by Brown. I know that he was looking after the matter. The 13 acres were not included in the Settlement that I recollect. The Herrington house was on that. I have no recollection that the Harmon & Loomis judgment was reckoned or included in the Settlement. I am satisfied it was not. The amount allowed Spring I think was for his own private use against the Estate, and the claim of Mr. Collins which he represented. but not the Harmon & Loomis & Allen & Reed judgments, as I believe, but do not know certainly.

Cross Examined

Mr. Herrington was rather a peculiar kind of man. At that early day when he was at Geneva he used to

come to Chicago quite often. He was an active kind of man and when he came to Town, which was then thinly inhabited, he used to make a stir here. He was a man who made his mark wherever he went.

Direct Examination resumed.

I can say that his death was well known here - notorious. I think there was an Obituary notice of his death in the papers of the City. his death spoken of as the death of an old settler well known in the community. The tract in question was called after him and known as the Herrington Place. Since Mr. Brown bought it it has been known as his, by those who knew of his purchase. But the place was commonly known as the Herrington tract.

Alexander S. Fullerton being called by the Plaintiffs testified as follows

I knew Mr. James Herrington in his lifetime. He died sometime in the Winter or Spring of 1839. He was a man who was well known in the community at the time of his death and during his life time for many years. His death was a matter of public notoriety here. I was aware of the fact myself at the time, and I was not then in active business. I don't positively know that his death was known to Spring at the time it occurred, but I do not well see how it could have been otherwise. I knew Mr. W^m H. Brown at that time. I do not positively know that he knew of Herrington's death at the time, but believe that he did. Mr. Brown was residing in the City at the time and was Cashier of the State Bank. He was a very attentive man in his business habits. He watched the interests of the Bank pretty well. He was generally at his post at the

Bank in this City: as much so as any business man here at that time.

I was acquainted with the Defendant Gaffin in 1839. I first knew him here in 1836. I know he was a resident here in 1839. He was Agent in the selling of Powder and was purchasing real Estate to some extent. This was his residence in 1839, but he was occasionally absent. Mr. Herrington was frequently in this City. At that time this place was sparsely settled - he was pretty noisy, and at that time persons living here would be very likely to meet and know him. He was a man that would be observed more than ordinary men.

I had a claim against the Herrington Estate. I was absent at the East when the settlement of the debts against the Estate was made by the division of the Land. On my return in July 1841 I was informed by Spring that there had been a meeting of the creditors and that a part of the Land had been set apart for my debt.

Cross Examined by Defendant

Mr. Gaffin's principal business was furnishing Powder along the Canal. He had a depot on the South Branch, just South of the City.

William H. Brown recalled, on the part of the Plaintiffs and further testified.

My impression is that the Land which was set apart to the Bank for its debt was deed by Judge Morris to me.

I suffered the Land in question to be sold in 1843 for the Taxes of 1842 after I bought of Spring

to get a Tax title to it. At that time I was claiming the Land under my Deed from Spring.

The foregoing is all the Testimony that was given by either party on the Trial of this cause, and the Defendant prayed the Court to sign and seal this Bill of Exceptions which is accordingly done on this the 4th day of May 1855, the time for sealing and signing the same having been extended by express stipulation of the parties, (which is now on file in this cause) to this 4th day of May 1855.

John M. Wilson (Seal)
Judge of the Cook County Court
of Common Pleas.

State of Illinois
County of Cook S.S.

I Walter Kimball Clerk of the Cook County Court of Common Pleas, within and for said County and State Do hereby Certify that the foregoing is a full true and correct Transcript of the Original papers and also of the Orders entered of Record in said Court now on file in my Office in the case of Augustus M. Harrington and others vs Mathew Laflin.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of said Court at Chicago in said County this Ninth day of June A.D. 1855.

Walter Kimball
Clerk



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Matthew Laflin

vs

Olegastus M. Harrington
and others

Appeal.

Filed June 12, 1858,
L. Seland Clk.

Cents taxed

Filed, Trans. & Cert. \$25 85
Paid by C. Seland, 100

1858-59

And also a certain Deed which is in the words and figures following to wit:

This Indenture made this third day of August in the year of our Lord one thousand eight hundred and sixty seven between William H Brown & Harriet C Brown his wife of the City of Chicago of the first part and Mathias Best of the same place of the second part. Witness that the said party of the first part for and in consideration of the sum of five hundred Dollars in hand paid by the said party of the second part (the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom) has bargained sold remised, released, aliened and confirmed and by these presents does bargain sell remise, release alien and confirm unto the said party of the second part unto his heirs and assigns forever all the following described premises situate lying and being in County of Cook and State of Illinois being part of the North West fractional Quarter of section twenty two (22) in Township thirty nine (39) North of Range fourteen (14) East commencing nineteen chains and fifty links East of the West line of said Quarter section of

a point twenty three chains and seventy
links (23 ch & 70 links) from the North West
corner of said fractional quarter running
thence East seven chains and Eighty links
to Lake Michigan; thence North one chain
and thirty two links; thence West seven chains
fifty links thence South one chain and thirty
two links to the place of beginning, contain-
ing one acre of land. Together with all
and singular the hereditaments and appur-
tenances therunto, belonging or in any
wise appertaining and the reversion, reversions,
remainder, and remainders, rents issues
and profits thereof, and all the Estate
right title interest claim or demand
whatsoever of the said party of the first
part either in law or equity, of or to
the above premises with the hereditaments
and appurtenances. To have and to
hold the said premises above and descends
with the appurtenances unto the said party
of the second part his heirs and assigns
forever. And the said William H Brown
for himself his heirs executors, administrators
doth covenant bargain and agree to and
with the said party of the second part his
heirs and assigns that at the time of the
executing and delivery of these presents
the said premises are free and clear of all

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former and other grants bargains, sales liens
Judgments, taxes assessments and incumbrances
of what kind or nature soever done or
suffered by the said party of the first part
and the above premises in the quiet and
peaceable possession of the said party of
the second part his heirs and assigns aga-
inst all and every person lawfully claim-
ing or to claim the whole or any part there-
of shall and will warrant and forever
Defend.

In witness whereof the said party
of the first part hath hereunto set their
hands and seals the day and year first above
written.

Sealed & delivered
in presence of
Henry Brown

Wm H. Brown
Harriet C. Brown

Seal
Seal

State of Illinois } s.s.
County of Cook }

I Henry Brown a Notary
Public in and for the said County in the
State aforesaid do hereby certify that William
H. Brown and Harriet C. Brown his wife
who are personally known to me as the real
persons whose names are subscribed to the
annexed Deed appeared before me this
day in person and acknowledged that they

executed and delivered said deed as their
free and voluntary act for the uses and purposes
therein set forth; and the said Harriet C. Brown
wife of the said William H. Brown having
been by me examined separately and apart
and out of the hearing of her said husband
and the contents and meaning of the
said Deed having been by me made known
and fully explained to her she acknowledged
that she had freely and voluntarily
executed the same and relinquished her
dower to the lands and tenements therein
mentioned without compulsion of her said
husband and that she did not wish to
retract the same. Given under my
hand and seal this third day of August
in the year of our Lord one thousand eight
hundred and forty seven —

Essex

Henny Brown
Notary Public

State of Illinois }
Cook County } On the 5th of August
1847, the within Deed was filed for Record
and duly recorded in Book 24 of Deeds
page 140

W. B. Egans Rec
The execution of which was admitted —

And said Defendant also introduced a certain Tax Certificate which is in the words and figures following to wit:

State of Illinois }
County of Cook }

This is to certify that s.a. of 13. a S. ady Apt of N.W. 1/4 of section numbered 22 Township numbered 39. North Range numbered 14 East of the third principal meridian in the County of Cook and State of Illinois with the buildings (if any) situated thereon was duly assessed to pay one ~~for~~ Dollar as a County State and Road Tax for the year 1847, pursuant to law that a judgment was rendered against the same at the June Term of the Cook County Circuit Court 1848, and that in pursuance of said Judgment an execution was issued to the Sheriff of said County directing him to sell said tract for the sum of Two ~~for~~ Dollars, being the amount of the Judgment for Taxes as aforesaid and costs; that by virtue of this execution the Sheriff did this day offer for sale so much of said tract as would pay the sum aforesaid and that W. H. Brown, became the purchaser of all said tract and paid thereon the sum aforesaid; that being the smallest portion of said tract for which

any person would pay the taxes and costs
accruing thereon - Now therefore in case
the premises above sold are not redeemed
in manner and form as the law directs
within two years from the date hereof the
said purchaser his heirs or assigns will
be entitled to receive a Deed of the premises
above sold as by law provided -

Dated at Chicago this 14th day of July
A.D. 1848.

J. Davis -

Clk of County Commissioners Court

P. Cook Collector

The execution of which was admitted

And the said Defendant also introduced
a certain Tax Receipt which is
in the words and figures following to wit;

State of Illinois } S.S. Collectors Office
County of Cook } Chicago Nov 27, 1847

Received of William H. Brown Sixty
Eight and 7/100 Dollars in full for County
State and Road Taxes assessed for the
year 1847 - on the following Real Estate
situate in said County viz;

Town	Subst. Int.	Feet	Block	Value at 25	County Tax	State Tax	Road Tax	Total
Original Town	7+8	5	19	\$1200	4 80	4 20		9 00
Knizes Add ⁿ	10	17	10000	4 00	3 50			7 50
	11	"	1300	5 20	4 55			9 75
	12	"	2700	10 80	9 45			20 25
12 acres in pl. sec 22, 39, 41 & 42				24 00	9 60	8 40	2 40	18 00
and 1/2, 4/2 acres in sec 43, 14 & 15				80	32	28	8	60
M.C. 36, 38, 13 & 14				480	1 92	1 68	48	3 60
					\$36.64	32.06	2.96	68.70
								2 96
								71.66

J. Cook.

Sheriff & Collector of
Cook County.

The execution of which was admitted -

Upon which petition exhibits affidavits and evidence the said Laffin did then and there move said Court for a new trial agreeably to the prayer of said petition which motion was by the said Court then and there on the 22^d day of March 1856. overruled, to which decision of said Court in overruling said motion the said Laffin did then and there except - and because neither said petition exhibits, affidavits nor evidence nor exceptions appear of Record, therefore on the prayer of the said Laffin the Judge of said Court hath to this Bill of exceptions set his seal this 28th day of June A.D. 1856 -

John W. Wilson

Seal

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

I Walter Kimball Clerk of the Cook County Court of Common Pleas within & for the County & State aforesaid, do hereby Certify that the foregoing is a full true and correct transcript of the Bill of Exceptions, Petition for a New trial, Orders entered of Record in said County, Papers and exhibits now on file in my office in the case of Augustus M. Hennington et al. Plaintiffs and Matthew Laffin Defendant.

In Testimony whereof I have hereunto set my hand & affixed the seal of said Court at Chicago in said County this 24th day of June A.D. 1880.

Walter Kimball, Clerk

Matthew Laflin plff in m^r

v

Augustus M. Armington & al dfts in m^r

Supreme Court

June Term 1856

And now the said plff in m^r comes
and says that in the record and proceedings afo^r
there is manifest error and that in the courts assembling
and drawing said Laflin motion for a new trial
wherefore for the m^r afo^r and for other m^r appeared
upon the face ~~of~~ said record and proceedings
he prays that said judgment be reversed and stand
and void for naught and that he may be restored
to all things which he has lost by the same

Prayer of the

Wiggins McKim & Stollen

And now the said dfts come and say that in
the record afo^r there is no error wherefore they
pray that said judgment be affirmed

A. M. Armington

in person

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Matthew Loaplin
Keffen mor

or

Augustus de Wilmington
Dyfta in mor

Filed June 26. 1886
L. Leland
Clerk

Spec. Trans. 1886
Spec. Trans. by West 1886
L. Leland

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Matthew Leflin

vs

Augustus M. Herrington et al

1836

12288

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1856

~~1~~