

224 that she did not want the Land, but only wanted
her money and the Interest,

Answer

I did not hear any such conversation.

Cross Interrogatory 191st

Did you hear any such
statements by your Sister, on that occasion?
Answer

I did not.

Cross Interrogatory 192nd

Did you on that occasion hear
any conversation between Donst and your Sister relative
to the bargain, that she was making or had made with
Richard Shottonell

Answer

I do not recollect as I did

Cross Interrogatory 193rd

Were you present all the time when
Shottonell and your Sister were together on the occasion
from the time you first arrived at Shottonell's until
the deal was made and executed, acknowledged and
delivered?

Answer

I do not think I was

Cross Interrogatory 194th

Have you at any time since
the occasion referred to, known of your Sister plan-
ning or making arrangements to live herself

228 on the promises in question?

Answer

I do not know as she ever made any such plans to go to it at any particular time.
Cross Interrogatory 155th

Do you know of any talk among the family friends of your sister or in any other circle, where she was acquainted, at or about the time, that you say she made the purchase of Shotwell, that she had, or was about to contract marriage ^{deliberate} with any one?

Answer

There was some talk about that time, could not say whether before or after, of a man that came there to Mr Goodner's to see her, that seemed to be the report, but it never amounted to a marriage contract. And I never supposed it would.

Cross Interrogatory 156th

What reason had you for supposing that it would never amount to a marriage contract?

Answer

I supposed that my sister did not care much about getting married.

Cross Interrogatory 157th

State if you know, what was the business and circumstances of the man referred to.

I do not know what his business ^{or} ~~and~~ cir-
-cumstances was.

Cross Interrogatory 158th

Did your sister say anything to
you, on the subject of that man's visiting her at that
time?

Answer

I do not recollect as she did.

Cross Interrogatory 159th

If you say you were not present
all the time during the negotiations between Shotwell
and your sister or all the time they were together on
that occasion, from the time you first arrived at
Shotwell's house, until the deed was executed and
delivered, might there not have been an agreement
or understanding that Shotwell should have the
privilege of redeeming the place by sending the
money from California to pay the amount paid and
interest.

Answer

They might have made such a bargain
and I not hear it, but I think if they had, I should
have been likely to have known something about it.

Cross Interrogatory 160th

Have you not told any one
since the time you say that your sister purchased
the place in question that you refused to have anything

229 to do with the matter, or give her any advice relating thereto, or words to the same import?

Answer

No recollection of making any such statement to any person

Cross Interrogatory 161st

If you had made any such statement would you now recollect it?

Answer

I think I should.

Cross Interrogatory 162nd

Did you on the occasion referred to, examine the premises by walking over them and examining the corners and boundaries?

Answer

I walked over the premises and Mr Shotton told me how the lines run. Did not go to any particular houses as I know of—

Cross Interrogatory 163rd

Was Shotton with you all the time you were examining the premises?

Answer

I think he was

Cross Interrogatory 164th

Was your Sister with you all the time you were making the examination?

Answer

She was not—

228 Cross Interrogatory 165th

Where was she when you were walking over the premises, for the purpose of making said Examination?

Answer

She was at and about the house
Cross Interrogatory 166th

You say in your answer to the thirty first Direct interrogatory that your Sister paid most of the money down for the premises, please state where she got the money, or took it from to pay down.

Answer

I let her have some as I stated before, in the neighborhood of a hundred dollars, She had some of her own.

Cross Interrogatory 167th

Was it more or less than a hundred dollars that you let her have.

Answer

I think it was more.

Cross Interrogatory 168th

How much more.

Answer

I could not say exactly how much I did let her have. I might let her have a hundred and twenty five or a hundred and thirty, forty or fifty. I cannot say exactly how much, because I do not recollect.

229 Cross Interrogatory 169th

State if you please where she got the ballance of the money or took it from if any, which she paid to Shetland that day.

Answer

She had it with her I expect. She took it from her pocket or somewhere else

Cross Interrogatory 170th

State as near as you can. How much money she took from her pocket or some where else on that occasion to pay to Shetland.

Answer

I could not tell. She might have from five to twenty dollars. I could not say.

Cross Interrogatory 171st

Are you sure that she did not take from her own pocket on that occasion to pay to Shetland more than twenty dollars?

Answer

No I am not. I don't know

Cross Interrogatory 172nd

Who counted the money paid to Shetland on that occasion?

Answer

Mr Doest I think

Cross Interrogatory 173rd

To whom did you hand the money, that you say that you let her have on that occasion

230 Answer

I think I gave it to the Court.

Cross Interrogatory 174th

Did you count the money ~~that~~,
which you say that you handed to the Court for her,
before handing it to him?

Answer

I think I did

Cross Interrogatory 175th

If you did, why cannot you
recollect nearer than fifty dollars of the amount.

Answer

It was a good while ago, and it was settled
up soon after, and it passed out of my mind and was
not called up till since this suit was commenced, for that
reason I do not recollect.

Cross Interrogatory 176th

Is it not as long since the bar-
=gain was made between Shottonell and your sister as
you say, as it is since you let your sister have the money?

Answer

I expect it is

Cross Interrogatory 177th

Then why cannot you as well, and
as positively recollect the amount of money you let her
have on that occasion, as you recollect the terms of the
bargain as you have in your direct examination stated?

Answer

I never charged my mind with that, after it was settled, and for that reason I do not recollect the exact sum.

Exam. Interrogatory 178th

Did you particularly charge your mind with the terms of the bargain, as you have stated them in your direct examination?

Answer

I do not know as I did, but when I go with a person on purpose to make a bargain, I generally remember it.

Exam. Interrogatory 179th

Did you go with your sister-in-law on that occasion as well for witnessing what the bargain was, as assisting her to make the bargain?

Answer

I had no idea of going to be a witness for anything.

Exam. Interrogatory 180th

Has any one inquired of you since that day, and before the commencement of this suit, what the bargain was, or any circumstance transpired to call your attention to the subject?

Answer

I have no recollection that any body has, no circumstance that I know of to call the subject in particular.

Exam. Interrogatory 181st

232 Then please tell me why you can recollect the amount of money which you say your sister paid and was to pay for the premises, better than you can the amount of money which you let her have on that occasion?

Answer

I recollect it because that was the bargain and the sum stated at the time
Cross Interrogatory 182nd

How long after the time you say you left your sister here the money to pay Shotwell, was it, that she refunded the money to you?

Answer

It was the next fall after.
Cross Interrogatory 183rd

State as near as you can the amount of money she paid to you, as you say, the next fall after?

Answer

She paid me what she owed me, I could not exactly tell the amount—
Cross Interrogatory 184th

Is your answer to the last interrogatory the nearest that you can come to the amount?

Answer

I think I can come nearer if you

233. Will let me explain

Cross Interrogatory 185th

Then state as near as you can
the amount of she paid to you, or you say the next
fall after

Answer

I think it was something over a hundred
dollars.

Cross Interrogatory 186th

Is your last answer the
nearest that you can come to the amount.

Answer

According to my best recollection it
was ~~thirty~~ something over a hundred dollars

Cross Interrogatory 187th

Is that the nearest you can come
to the amount?

Answer

I think it is, if I knew the exact amo-
-unt, I would have made it known before.

Cross Interrogatory 188th

Did she allow you any interest
for the use of the money

Answer She did

Cross Interrogatory 189th

How much per cent?

Answer

Six percent.

224 Cross Interrogatory 190th

Did she give you any note or
other obligation for the money?

Answer

~~She gave me a note.~~

Cross Interrogatory 191th

You say ^{that} you ^{went} to Dupage County
to collect some money for your sister. How much
did you collect there for her?

Answer

I do not recollect. I might have got
some ten or fifteen dollars.

Cross Interrogatory 192nd

You say she borrowed some
money in Lake County. How much did she so
borrow of person or persons other than yourself?

Answer

I don't know the exact sum, but I think
it was some fifteen or twenty dollars that she bor-
rowed in Lake County, could not state the exact
sum.

Cross Interrogatory 193rd

Of whom did she borrow the
last mentioned sum.

Answer

I think she borrowed some of a Mr. Will
Hills. I do not know of her borrowing of any
other person—

255 Cross Interrogatory 194th

Had you ever any interest
in the matter in controversy in this suit?

Answer

I never had.

Cross Interrogatory 195th

Have you now any interest
directly or indirectly in the event of this suit?

Answer

I have not

Cross Interrogatory 196th

Have you ever advised
your sister, to not accept the money offered to
redeem the premises in controversy?

Answer

I do not know that I ever did—

Cross Interrogatory 197th

Did you ever say to her in
substance, that you could swear to enough to
defeat the claim set up to the place in controversy?

Answer

No recollection of ever making any
such statement, or anything like it.

Cross Interrogatory 198th

Did you ever state to her
what you would swear to in this case?

Answer

Never did—

286 Cross Interrogatory 199th

Did you ever make the statement to any one, that is, what you would swear to?

Answer

I never made a statement to any one what I would swear to in this case.

Cross Interrogatory 200th

Have you ever dealt in Real Estate in or about Houkegan in the County of Lake

Answer

I have not

Cross Interrogatory 201st

Did you ever negotiate for, or even think of buying any Real Estate in or about Houkegan?

Answer

Never did

Cross Interrogatory 202nd

Would a man residing here and being engaged in the Real Estate business for years, be any better judge of the value of the premises in question than you are, or more?

Answer

Well I should think he might be.

Cross Interrogatory 203rd

State if you know whether your Sister has ever dealt in, or does now own

237 real Estate, or has any interest in real Estate, except the premises in question.

Answer

Dont know that she has, or ever had
Cross Interrogatory 204th

How long after Shelnell went to California, did you remain in Lake County?
Answer

"till the first of the next October I think, I think it was in the spring of 1849 that Shelnell went to California, and it was in the fall of that year that I left Lake County.
Cross Interrogatory 205th

Did you see the premises in controversy, after Shelnell left for California that season?
Answer

Answer

I think I did once or twice.
Cross Interrogatory 206th

Who went with you to see the premises as you have above stated?
Answer

Answer

There did not any one go with me I went alone.

Cross Interrogatory 207th

What did you go there for?
Answer

Went to see how the place looked.

238 Cross Interrogatory 208th

At whose request did you?

Answer

I don't know as any one requested me to go.

Cross Interrogatory 209th

State if you know whether your sister saw the place, after you say she purchased it, before she left for Massachusetts.

Answer

I could not say, whether she did or not.

Cross Interrogatory 200th

Who had charge of it that season after Mrs Shotwell removed with her family to her Mother's

Answer

Mr Buttrick I think had it that year I think that is the name. He let a man in there to work part of his place I think.

Direct Examination resumed by
Mr Hazen Defendant's Solicitor

Interrogatory 1st

During what portion of the time

239 that Shotton and your sister were negotiating
on the premises, were you out of hearing of their
conversation,

Answer

I should think I might have been from
fifteen minutes to half an hour, could not state
Exactly.

Interrogatory 2nd

Were they together during that
period?

Answer

I could not say whether they were to-
gether all that time or not.

Interrogatory 3rd

Were you present when Shotton came
down from two hundred and twenty five dollars
to two hundred and twelve dollars?

Answer

I was,

Interrogatory 4th

Which of these first proposed
two hundred and twelve dollars?

Answer

Mr Shotton I think, that being the
lowest price that he would take,

Even Interrogatory 5th

What was the highest offer your
sister was making, at the time Shotton proposed to

240 to take two hundred and twelve dollars,
Answer

I do not know or she made him any
other offer but the two hundred, dollars.

(Answer objected to by the
Complainant's solicitor)

Interrogatory 6th

When Shotwell first proposed to
take two hundred and twelve dollars, did he on that
couple the offer with any conditions or reservations,
of any right to buy the premises back or redeem them
upon any terms whatever?

Answer

He did not.

Interrogatory 7th

Was it before or after Shotwell pro-
posed to take two hundred and twelve dollars, that
you were absent from them.

Answer

I could not say which it was.

Interrogatory 8th

When your sister informed you that
Shotwell's wife wanted to buy the place back, as an-
swered to the 7th Cross Interrogatory, did your sister
say anything concerning any understanding or
agreement between himself and Shotwell for the re-
demption, or buying back by him of the premises
in controversy, and if so, what?

I never heard her say that she ever made any such bargain, or any thing about any such bargain.

Interrogatory 9th

When she said that she thought Mrs Shetwell's offer was not enough, what was she speaking of, any given sum of money, which the offer did not amount to, or any sum of interest which the offer did not cover, or what she thought the premises ought then to be worth.

(Question objected to by Counselors solicitor)

c Sumner

After she received this letter from Mrs Shetwell containing Mrs Shetwell's offer she thought it not enough for her place.

Interrogatory 11th

Did she in such at that time, say, how much she thought her place worth,

c Sumner

(Question objected to by Counselors solicitor)
I don't recollect as she ^{did} ~~told~~ me

what she thought it was worth.

Interrogatory 11th

Did she speak of Mrs Shetwell's offer as an offer to redeem, or an offer to purchase,

c Sumner

I understood it, that it was an offer to buy it back again.

242 Interrogatory 12th

Was there or not, as you then understood from your sister any pretence or claim by right, by contract, to buy it back

(question objected to by Complainant's solicitor)

Answer

I never understood any pretence or claim to buy it back

Interrogatory 13th

If you ever heard your sister on that occasion or any other before this suit was begun, speak of any such understanding or contract, please state it.

(question objected to by Complainant's solicitor)

Answer I never did

Interrogatory 14th

How long did you reside in the same house with her after returning to Massachusetts in October 1849.

Answer

Until the fall of 1853. I think she no more most of the time, made it her home there.

Interrogatory

You say in answer to the ninety fifth Cross Interrogatory, that she went to Houlagen to buy Eaton's place. How do you know that?

Answer

I carried her there to buy it. She

243 talked about buying of it before she started from
home.

(Last part of the answer objected
by complainant's solicitor)

Interrogatory 16.

You have been asked on Cross Exam-
ination whether you ever had any conversation
with Frozier and Clarke, or your sister or any one,
about what you were to swear to, or would swear
to. State now whether or not you have been enquired
of them or to what you know about the transactions,
(question objected to by complainant's solicitor)

Answer

I believe they have asked me some questions
what I knew about it.

Interrogatory 17th

State whether Frozier and Clarke
or either of them, or any body, else has ever in-
-formed you or intimated to you that they desired
you to testify to anything that you did not know
to be true?

Answer

They never has any one.

Interrogatory 18th

Have they, or any body else told you
what it would be necessary to prove to sustain the
Defence in suit? or used any means whatever to
induce you to depart from truth in your testimony
therein.

There has no one instructed me what must

244 be necessary to prove the defence of this suit, or to
depart from the truth in my testimony.
Interrogatory 19th

Do you own any other real Estate
besides the two hundred and forty acres on which
you live, if so how much?

Answer

I do. Half a Section of Land, three
hundred and twenty acres. It is in Delaware
County Iowa.

Interrogatory 20th

For what purpose were you out of
hearing of Shetmelt and your sister, on the premises
on the day the bargain was made?

Answer

I went out to view the premises.

Interrogatory 21st

Did your sister also, go out to view
the premises?

Answer

She went round the house and garden.
It was muddy at the time, and I think she did
not go far from the house.

Interrogatory 22nd

State whether or not Shetmelt
went with you.

Answer

He did not go far from the house with me.

245- Was it known to Shotton and your sister that
you were out to look at the premises?
Answer

I expect they knew it

Interrogatory 23rd

Was the bargain agreed upon
before you went out or after you got back
Answer

I could not say which it was,

Cross Interrogatory resumed by the
Complainant's Solicitor.

Cross Interrogatory 1st

Did you go on to the plot
below the bluff on the occasion mentioned in
your answer to the Twenty first re-examining
interrogatory? Question objected to by Defendant's
Solicitor

Answer

I did.

Answer objected to by Defendant's Solicitor

Cross Interrogatory 2nd

Was it muddy there

Answer

Question objected to by Defendant's Solicitor

I think it was some. Answer objected to by Defendant's Solicitor

Direct Examination resumed by Mr. Cross

246 Interrogatory 1st

What do you mean by Medday?

Answer

I mean when I travel in any kind of
dist. that is sticks to my shoes or boots,

Edward Ball.

State of Illinois }
Lake County } ss

I William A. Boardman Master in
Chancery, in and for said County before whom
the foregoing deposition of the said Edward Ball.
was taken, a witness whose name is subscribed to
the same, do hereby certify that the same was taken
by agreement of the parties; and that previous to
the commencement of the examination of the said
Edward Ball as a witness in the ^{said} suit between the
said John M. Hartwell complainant and the said
Maria Ball Defendant, the said witness was
duly sworn by me to testify the truth in relation
to the matters in controversy between the said parties,
John M. Hartwell complainant and the said Maria
Ball Defendant; so far as he should be interrogated
concerning the same, that the said deposition was
taken at my office in Staucheyan in said County of
Lake commencing on the fourteenth day of June 1856
and continuing on said day and on the sixteenth

247 and seventeenth days of said month of June and
that after said Deposition was taken by me as aforesaid,
the interrogatories and answers thereto, as written down
were read over to the said witness, and that thereupon
the same was signed and sworn to by the said Depo-
nent. Edward Ball before me, the oath being
administered by me at the place, and on the said
Seventh day of June. A.D. 1836

In testimony whereof I have here-
unto set my hand, at Waukegan in said County
this seventeenth day of June. A.D. 1836.

William A Boardman
Master in Chancery for
Lake County
Illinois

Master in Chancery }
Fees for taking this } \$ 22. 00
Deposition }

Edward Ball }
Witness fees. }

Travel fee. \$ 5. 00
100 Miles
Belongs attendance. 3. 00

The Deposition of Nathaniel Goodnow of Lake County, Illinois, a witness of lawful age produced and sworn and examined upon his corporal oath, before me William A Boardman Master in Chancery for said County, at his Office in Waukegan in said County Commencing on the twenty third day of December A.D. 1856. and concluding on the twenty sixth day of December A.D. 1856, showing continued from day to day by agreement of the Parties) this deposition being taken by the mutual agreement of the parties, herein named, and the same being taken to be read in evidence on the trial of a certain suit now pending, and undetermined in the Circuit Court of Lake County, Illinois, wherein John W. Hartnett is complainant, and Maria Bell is Defendant, in behalf of said Defendant, the said Nathaniel Goodnow being first duly sworn by the said Master in Chancery as a witness in the said cause previous to the commencement of his examination to testify the truth, as well in behalf of the complainant as the Defendant, in relation to the matters in controversy between said complainant and Defendant, so far as he should be interrogated, did depose and testify as herein after follows, the complainant in this cause appearing by Mr. Parks his solicitor and the Defendant by Mr. Trague her solicitor.

And the said Nathaniel Goodnow to the interrogations propounded to him, answering, saith as follows to wit:

249 Interrogatory 1st

What is your age, occupation,
and place of residence

Answer

My Age is forty six years, occupation, farmer,
Residence Ken-port Lake County Illinois,

Interrogatory 2nd

Are you acquainted with the
parties to this suit John M. Hastnett complainant
and Maria Ball Defendant—and if so how long
have you known them respectively

Answer

I am acquainted with them. Have known
John M. Hastnett about ten years, and have
always been acquainted with Maria Ball ever since
I can remember probably 40 years.

Interrogatory 3rd

Are you the Nathaniel Goodenow
whose deposition has been heretofore taken in behalf
of the complainant in this cause.

Answer

Yes I am.

Interrogatory 4th

State where you resided in February
and March in the year one thousand eight hun-
-dred and forty nine, and ever since then, up to
the present time and how far the same is from
Waukegan.

I resided in the year 1849 where I do now
in what is now called Herport near Millburn in
the County of Lake, and State of Illinois. I have resi-
=died in that place all the time from the said year
1849 up to the present, the same is about ten miles
from Waukegan.

Interrogatory 9th

When did Ship Ball make it her home
in February and March AD 1849
Answer: At my house.

Interrogatory 6th

Do you remember an occasion in
February 1849 when Ship Ball came to Waukegan
to effect some business purpose with Richard Shotwell
if so state what that purpose,
Answer

I do remember, she went, I understood to
buy Richard Shotwell's place, (the latter part of the answer
objected to by Complainant's solicitor)

Interrogatory 4th

State whether or not, she stated at the time
what she was coming to Waukegan for (state whether or not
question objected to by
Complainant's solicitor)
Answer

To buy Richard Shotwell's place, I understand
that was what, they were coming for
Interrogatory 5th.

257. Who if any one accompanied her
Answer

Edward Ball her Brother

Interrogatory 9th

On her return what, if any thing,
did she say about the transaction with Shotswell?

Question objected to by Comptenants ~~Adversary~~

Answer

Well she said she had bought it, that she
had paid two hundred and twelve dollars for it.
it seems to me that there was something said about
Richard Shotswells wanting to buy it back. But I
do not recollect exactly what. It seems to me that
she said it was more than she expected to pay for it,
that she expected to get it for two hundred dollars.

Interrogatory 10th

How long had Miss Ball been stop-
ping at your house before said transaction

Answer

I do not remember the number of years
it must have been as much as two years. She was
then working at Strangs at that time. She had worked
there and at some other places during the two years.

Interrogatory 11th

State whether or not you know about
how much ready cash she had at that time, and if so
State the Amount.

Interrogatory 12th

If she had had as much as one hundred and fifty or two hundred dollars in cash in her possession at that time, State whether or not you would have probably known it—
Answer

I think I should have known it if she had as much as that.

Interrogatory 13th

Did you or not, know from your own knowledge or from information, of her having at that time any considerable sum of money

Answer

I did not know of her having much money

Interrogatory 14th

About how much money had she so far as you then knew or were informed

Answer

I don't think she had any. Don't remember of knowing that she had any

Interrogatory 15th

State whether or not during the time her home was at your house, or before or since you knew or were informed of her loaning or offering to loan money?

Answer.

253 She lent me a few dollars, at the time my house
was blown to pieces in Dupage County, I think it
was about twelve dollars. I do not know if her leaning
to any body else or offering to loan to any one.
Interrogatory 16th

Would you probably have known it
if she had had money to loan, or been in the habit
of loaning money?

Answer

I should think I should.

Interrogatory 17th

State whether or not she is a relative of
your family; and if so, how related?

Answer

She is Cousin to me.

Interrogatory 18th

State how long she remained in Illinois
after the transaction with Shotwell, where she went to
and where she has since been—

Answer

Well she was here I should think, about
four or five months after, when she went to Dupage
County. I understood she went from there some
time in the fall she went to North Berre Massachusetts
as near as I know she was at North Berre untill about
a year ago. then she came to my house and stayed till
Spring. She then went to Dupage County, and stayed
about a month and then came back, then she came to

254 my house and stopped a short time, cannot say how long,
then she went to Berlin County where she has remained ever
since - / full that part of the answer relating to "how long" objected
to by the complainant's solicitor.

Interrogatory 19th

State if you knew, who received the rents
of the premises in dispute, since March 1st 1849
until the commencement of this suit.
Answer

I remember of Mr Buttrick settling with
me for some rent, of some person who had occupied
the house. the rent was laid out on the house. I re-
-ceivd two barrels of Mr Shetland when he came back,
of the value of three dollars

Interrogatory 20th

Who occupied the premises next
after the time for which Mr Buttrick settled and of
whom, if any one, did that person rent the premises,
and for how long, and at what rent.
Answer

It was two different persons lived there &
I don't recollect whether another person came in there
after I settled with Buttrick, until Mrs Shetland came
in. do not remember whether Buttrick settled for both
of them, or not. Mrs Shetland next moved in. She
Shetland rented of me there no time set. She was to pay
twenty five dollars a year. -
Interrogatory 21st

235 Where wife was this Mrs Shottonell spoken of in your last
summer

Answer

Richard Shottonell's wife

Interrogatory 22nd

State whether or not Mrs Shottonell contin-
ued to occupy the premises until her husband came
back from California?

Answer She did

Interrogatory 23rd

State whether or not Richard
Shottonell continued to reside on the premises, and
if so, on what terms if any?

Answer

~~He~~ did continue to reside there on the
same terms that I had agreed with his wife

Interrogatory 24th

State whether or not Richard Shottonell
paid any rents or did any thing to be applied on rents, and
if so, how, and how much, and state all the particulars

Answer

He built a back house and shop. I went
to settle with him one time, we reckoned up every thing,
what the back house and shop came to and some
tax receipts he had paid, and there was still something
due, I think about thirty dollars. I went to see him
a number of times about the rents. He not recollect
whether it was before or after that, that I received the

286 Barrels,

Interrogatory 25th

State whether or not on the occasion of that settlement or afterwards, Richard Shetland made any promises, or said any thing about that balance of rent, and if so, state what.

Answer

My brother told me that he and John Hartwell cut some hay together in California, that he, Hartwell was to sell it, and send him his share from California and then he would pay. At another time he said he was going to Chipping and would get some money and pay it.

Interrogatory 26th

State whether or not at any of your interviews with him above mentioned, he made any claim of right to occupy the premises free of rent?

Answer

No he never did to me.

Interrogatory 27th

State for whom, and in whose behalf you acted in renting and collecting, and settling for rents, and repairs of said premises?

Answer, for Miss Ball.

Interrogatory 28th

State whether or not Richard Shetland was informed that you were acting for Miss Ball, in doing that business.

257 Chamber

I presume I told him, He not recollect
the time. He must have known it.

Wednesday 29th

That she paid any other tax on the
premises, than those spoken of above concerning ~~land~~
paid by Richard Hubbard.
Answer.

I paid the road tax a year ago but when
I was in Scotland, the person which I now presume
is the receipt, for payment of said road tax. The
said person or receipt is now in a receipt by the
undersigned Master in Chancery before whom this
Deposition is taken the same marked Exhibit (8th)
and the depositions for complement of facts to said person
or receipt being attached thereto.

Wednesday 30th

That whether or not Richard Hubbard
made to you any, and if so, what offer or offers, to
discharge the balance of rent spoken of by you
in your answer to the twenty fourth interrogatory above
made than by the payment of money.
Answer.

He offered me some fruit trees he wanted to
turn in towards paying the rent, and one time when
I was there, he offered to pay me all in money.

What relation is met on the record

February 28th

286 March,

Rec'd. Harkness Sept 26th 1895 of A. B. Ball
Gardner, fifty five cents in full for the Highway
Tax for the current year on the South Side of Lot
No 6 in Section No 16 in Town 12 Range 45 and
Assessed to Mrs. Maria Ball

A. B. Ball paid

Sept

(over)

(Exhibit "C.")

I presume I told him, do not recollect the time. He must here know it.

Interrogatory 29th

State who paid any other taxes on the premises, than those spoken of above or having been paid by Richard Shottonell.

Answer

I paid the road tax a year ago last September in October. The paper which I now produce is the receipt for payment of said road tax. The said paper or receipt is hereto annexed by the undersigned Master in Chancery before whom this deposition is taken the same marked Exhibit (F.) and the solicitor for complainant objects to said paper or receipt being attached hereto.

Interrogatory 30th

State whether or not Richard Shottonell made to you any, and if so, what offer or offers, to discharge the balance of rent spoken of by you in your answer to the twenty fourth Interrogatory otherwise than by the payment of money.

Answer

He offered me some fruit trees he wanted to turn in towards paying the rent, and one time when I was there, he offered to pay me all in Banels.

258 Interrogatory 31st

State whether or not, after Shotwell returned from California he had any interviews with you in which a repurchase of the premises by him was spoken of, and if so, state as fully as you can remember all that he said at such interviews.

Answer—

Yes I have heard him speak of it, that she agreed to sell it back to him on something of that sort. I recollect once at my house, that he said she was to give him the first chance to buy it, when she sold it, or something like it. He said he thought he could get his father to sign a note a note with him, that he would not ask her to give him a deed until it was paid. He did not recollect the price, or amount that he would give, it was in the neighborhood of three thousand dollars or near as I can remember. At one time he wished to have me call at Mr. Gray's, he thought Gray would like to buy it.

Interrogatory 32nd

State whether or not any other person at the time when he Shotwell claimed that Mrs. Ball had agreed to give him the first chance, was trying to buy the place of Mrs. Ball, and if so, who, and state what, if any thing, Shotwell said about her selling to that person.

Answer—

289 Mr Still was trying to buy it. Shetwell said that she/ Miss Ball agreed to give him Shetwell the first chance

Interrogatory 33rd 1

State whether or not on any of those occasions, or on any occasion, before about the commencement of this suit that he/ Shetwell claimed to you, that Miss Ball had loaned him money on the credit of the place, or that he had a right to redeem the place, or to buy it back, whether she wished to sell it or not. (question objected to by the complainant's solicitor)

Answer

No I never heard him say anything of that kind.

Even Interrogatory by Mr Perks the complainant's Solicitor

Even Interrogatory 1st

Did you ever, during the years 1848 or 1849 ask Miss Ball how much money she had

Answer

I do not remember that I ever did.

Even Interrogatory 2nd

Did Miss Ball ever tell you during said years how much money she had

Answer

Not that I remember

200 Cross Interrogatory 3rd

Do you not know from information received from Miss Ball or otherwise that some time during said year, she had money at interest in Massachusetts?

Answer

I do not

Cross Interrogatory 4th

Have you not heard that she received money that was due her in Massachusetts to replace money that she let Shottonwell have,

Answer

I understood that she borrowed some of her Brother to give Shottonwell, But I do not know nor have information how she replaced it.

Cross Interrogatory 5th

Do you recollect the occasion of Mr. Shottonwell receiving money from her husband while he was in California

Answer

I recollect that it was said, that she received some

Cross Interrogatory 6th

Who told you so?

Answer

I think Mr. Shottonwell did. I could not be positive

Cross Interrogatory 7th

261 Was it before or after the time the money was received by her that you say in your Direct Examination that you rented her the place in question.

Answer

It must have been after.
Cross Interrogatory 8th

How soon after

Answer I cannot tell

Cross Interrogatory 9th

Do you not know that Mrs Shotwell removed on to the place immediately after making the proposition to Miss Ball to pay her two hundred and fifty dollars for a title to the place - back, which proposition you have before testified was submitted to Miss Ball by Letter written by yourself or wife, and that she removed on to the place with an expectation that Miss Ball would accept the money and deed the place.

Answer

I should think it not a great while after that proposition that she Mrs Shotwell removed on to the place. cannot say how long. She might have expected that Miss Ball would take the money but I do not know.

Cross Interrogatory 10th

Was it not the understanding between you and Mrs Shotwell that if Miss Ball did not accept the two hundred and fifty dollars, and deed the place

her back, that she Mrs Shotwell was to pay twenty
five Dollars a year rent for the place.

Answer

Yes that was the understanding?

Cross Interrogatory 11th

Is that the renting by you to Mrs
Shotwell mentioned in your answer to the twentieth
Direct Interrogatory

Answer

It is.

Cross Interrogatory 12th

Many of the conversations
about buying the place back, was there any thing
said about Twelve per cent per annum, or any other
per cent per annum.

Answer

None that I remember

Cross Interrogatory 13th

Can you swear positively that
there was not in any of the conversations mentioned
by you, had with Richard Shotwell or with his
wife any mention of the terms per cent.

Answer

I should not want to swear positively
because it might have happened, and I not remember
it. I do not remember it.

Cross Interrogatory 14th

Was there any thing said in any

263 of said conversation about the additional sum
offered over the sum paid, being a reasonable com-
pensation for the use of the money.

Answer

I do not remember of any such.

Cross Interrogatory 15th

Can you swear positively that nothing of the kind was said.

Answer

I should not want to swear positively

Cross Interrogatory 16th

Did you ever express yourself
dissatisfied with Miss Bell because she did accept
the money and send the place back

Answer

Not that I remember

Cross Interrogatory 17th

Did you ever say to any one that
you declined to act longer as her agent, because she
did not accept the money?

Answer

I think not - Not as I remember of

Cross Interrogatory 18th

Are you as positive of that as any
fact you have related in your deposition in this case.

Answer

I think I am.

Cross Interrogatory 19th

264 Have you any feeling in this case in preference which
of the parties should prevail in the suit.

Answer

Yes sir I here, I had rather Miss Ball
should prevail.

Cross Interrogatory 20th

Have you taken any active part
for the Defendant in this case.

Answer

I have somewhat

Did you, or have you consul-
ted counsel for her in this case.

Answer

I came with her to consult and employ
counsel. I did not employ counsel.

Cross Interrogatory 22nd

Have you had considerable
conversation with Miss Ball and others relative to this suit
and the final result thereof since the same was commenced.

Answer I have had some.

Cross Interrogatory 23rd

Did you not say in conversation
with some person at Millburn that Miss Ball would be
willing to give Richard Sholmest & deed back by paying
the principle and a reasonable interest & other, than to
have any trouble about it

Answer

265 I do not remember of any such conversation

Direct Examination resumed
by the Inquest Defendants Solicitor

Interrogatory 1st

State whether ^{or not} you have any ill
feeling towards John W. Heston the complainant
Answer

I have no personal ill feelings towards
him

Interrogatory 2nd

State whether or not you ever
expressed any dissatisfaction with Miss Ball
concerning any of her doings with the fit in con-
=tinuance. Question objected to by complainant's solicitor
if so what it was about.

Answer

I did at the time she agreed to let me
still have it I said she did not do ~~right~~ in not
letting him have it, when she had agreed to -

Answer objected to by the
Complainant's Solicitor
Samuel Goodman

266 State of Illinois) ss
Lake County)

I, William A. Beardman, Master
in Chancery in and for said County, before whom
the foregoing Deposition was taken of the said Nathaniel
Goodman a witness whose name is subscribed to the
same. Do hereby certify that said Deposition was
taken by the agreement of the parties, and that previous
to the Examination of the said Nathaniel Goodman
as a witness in said suit between the said John M.
Hartwell Complainant and Maria Ball Defendant.
He was duly sworn by me, to testify the truth in re-
-lation to the matters in controversy between the said
parties, so far as he should be interrogated concern-
-ing the same. That the said Deposition was taken at
my Office in Hockegan commencing on the twenty
third day of December A.D. 1856 and concluded
on the twenty sixth day of December A.D. 1856.
and that after said Deposition was taken by me as
aforesaid the interrogatories and answers thereto
as written down was read over to the said witness
and that thereupon the same was signed and
sworn to by the said Defendant Nathaniel Goodman
before me the oath being administered by me at the place and
on the day and year last aforesaid

In testimony whereof I have hereunto set my
hand this twenty sixth day of December A.D. 1856
William A. Beardman
Master in Chancery

Master's Fees
 Taking Deposition \$ 3.00

Thomas Goodnow }
 dit fee 3 days \$ 3.00

The Deposition of Benjamin W. Bachus of Lake County Illinois a witness of Lawfull age, produced, sworn, and Examined, upon his corporal oath before me, William A. Boardman Master in Chancery for the said County of Lake in the State of Illinois at his Office in Waukegan commencing on the twenty third day of December A.D. 1876 and concluding on the twenty fourth day of the same month, the said Deposition being taken by the mutual consent of the parties in the said Cause, and the said Deposition being taken to be read in evidence in a certain matter in controversy, now pending and undetermined in the Circuit Court of said County, wherein John M. Hartnett is Complainant and Maria Ball is Defendant on behalf of said Defendant. The said Benjamin W. Bachus being first duly sworn by the said Master in Chancery as a witness in said cause, previous

268 to the commencement of his examination to testify the truth as well in the part of the complainant as the Defendant, & for a further ~~interrogation~~, ~~in~~ ~~disposition~~ ~~of~~ ~~the~~ ~~matter~~ ~~in~~ ~~dispute~~, ~~as~~ ~~herein~~ ~~after~~ ~~follows~~. The ~~com-~~
~~plaint~~ appearing by C. L. Parks his solicitor,
in relation to the matters in controversy between the
said complainant and Defendant, so far as he should
be interrogated did depose and testify as herein after
follows, the complainant appearing by C. L. Parks his
solicitor and the Defendant by J. S. Frozner his solicitor

And the said Benjamin W. Barker to the interrogatories
propounded to him answering faith as follows, to wit

Interrogatory 1st

What is your age, occupation, and place
of residence, and state whether or not you are acquainted
with John M. Hartnett the Complainant and Maria Ball
the Defendant, in this suit, and Richard Shotwell.

Answer

My age is forty five years, occupation farmer
residence Newport, I know the persons named.

Interrogatory 2nd

State whether or not you had any con-
versation with Richard Shotwell after his return from
California concerning the disposition he had made of the
lot of land in question in this suit, before he went to
California if so state that conversation.

I did! about I should think, three or four weeks after he came back from California and the first time I saw him after he came back. He told me he sold the lot out and out, and from what he had heard since he came back, He supposed that he could buy it back, but that he did not want to, thought he could do better with his money, he had other conversation about his buying another farm, but nothing further that I think of, in relation to this question.

Interrogatory 3rd

Prior to the transaction between Miss Ball and Shotwell concerning the premises in controversy, and about that time, How far did you reside from where Miss Ball was staying, and how long had you known her—

Answer

Miss Ball made it her home at Mr Goodman between 40 & 50 rods from my house. I had known her for about six months or a year before, I could not say exactly how long.

Interrogatory 4th

State whether or not so far as you know she had money to lend, or was offering to loan money,

270 Answer

I never knew her having any to Loan or offering to Loan Money;

Interrogatory 3th

State whether or not before said transaction with Shetwell, you knew of any one applying to her for a Loan, and the result.

Answer

I do not, Unless I asked her myself, which I either did or of some one else, and could not obtain any

Cross Interrogatories by Mr Parks

the Compliments Solicitor.

Cross Interrogatory 1st

State when and where this conversation, mentioned in your answer to the 2nd direct interrogatory was, and who, if any one was present.

Answer

This conversation took place the first time I saw him after he came back from California, I cannot state the time I think it was in the Spring of the year, I cannot give the years definitely. It might have been four or five years ago. It was before John Hartwell came back. I met him right before my gate, and I think I went a mile with him to Strong's Corner no one was present but

271 Shotwell and myself—
Cross Interrogatory 2nd

Where was Shotwell's family at the time of the conversation referred to?

Answer

My impression is that they were living in Waukegan. In what house I do not know
Cross Interrogatory 3rd

Do you know, by information or otherwise of Shotwell's family, living upon any other place in Waukegan, other than the place in controversy since 1849.

Answer

Yes I do. I saw her on Madison Street (I think it was) and I understood from her that she lived there.

Cross Interrogatory 4th

About how far from the Waukegan house was it, and on which side of the street was it that the Shotwell lived

Answer

It was on the south side of the street. it might have been 25 or thirty rods. it might not have been so far.

Cross Interrogatory 5th

Was it during Shotwell's absence

272 to California, that you say that Mr Shotwell resided
on Madison Street.

Answer

A Yes.

Cross Interrogatory 6th

How long before Mr Shotwell's return
was it

Answer

I cannot tell.

Cross Interrogatory 7th

How long was it after he went to
California

Answer

I think it was over a year.

Cross Interrogatory 8th

How came Shotwell to speak of the
manner in which he had disposed of his place, as
related by you in your answer to the second direct
Interrogatory?

Answer

I questioned him in regard to what he
was going to do, in hopes to sell him a piece of land
on my farm, if he had money enough.

Cross Interrogatory 9th

Did you ask him in that conver-
-sation, whether he had made an absolute sale of his
place, or only borrowed money upon it or put questions
to him of a like import?

I asked him directly whether he had sold his place out and out or whether he was going to live on it and have it again.

Cross Interrogatory 10th

Why did you ask him that question?

I asked it, in order to draw out of him whether he intended to settle here, and whether he had any money to buy a place.

Cross Interrogatory 11th

Was not Mr. Shotwell residing here with his family at the time of the conversation referred to in your answer to the second direct Interrogatory?

Answer

I supposed so at that time.

Cross Interrogatory 12th

To whom did you first state the conversation related by you in your direct examination?

Answer

My impression is that I first stated it to my wife, probably in presence of my family.

Cross Interrogatory 13th

How long after the conversation

274 visit before you made the statement to your wife.
Answer

I have no other means of recollection of the time than it was when I first heard that this suit was commenced.

Cross Interrogatory 14th

To whom did you next make the statement

Answer

I could not tell, probably, it was some of my neighbors that I was conversing with but I don't recollect.

Cross Interrogatory 15th

How far do you reside from Mr. Nathaniel Goodnow

Answer

Between forty and fifty rods I should think

Cross Interrogatory 16th

Did you ever have any conversation with him or his wife or both on the subject of what you was to testify to in this suit?

Answer

I once had a conversation with both of them with regard to what Shattell had said to me, but there was nothing said as to what I should testify to, or about my testifying at all. Mr. Goodnow has spoken to me about it since and said I should have to come down here and

273 We have spoke about it once or twice.

Cross Interrogatory 14th

Have you not had frequent conversation with Mr. & Mrs Goodwin on the subject of this suit, and what would be the final result of the same.

Answer

I have not conversed with them but a very little more than what I have stated, with regard to the event of the suit I don't know that he (Goodwin) ever heard me express ~~an~~ ~~opinion~~ myself, though I have done so to my neighbors.

Cross Interrogatory 15th

How is it that you can recollect so clearly the conversation, but cannot recollect the year when it happened?

Answer

I recollect it from the fact that it was the first conversation I had with him after he returned and the only one on that subject.

Cross Interrogatory 16th

In the conversation referred to by you, in your direct Examination, did Shobwell say anything to you about leaving the premises in controversy, on which he then resided.

Answer No he did not.

276 Cross Interrogatory 20th

Was there in that conversation
any terms proposed by you or Shattwell to buy
your place, if so state them,

Answer

There was no conversation in regard to his
buying my place.

Cross Interrogatory 21st

If you wanted to sell your place
-ee- and he stated that he wanted to purchase, that
he was not going to keep his old place, and should
buy another- why did you not propose to him terms
upon which you would sell yours

Answer

He did not state that he wanted to buy a
place, but on the contrary, stated that he did not
want to buy a place, that he could do better
with his money.

Cross Interrogatory 22nd.

Did he state what he intended
to do with his money?

Answer

Not to my recollection

Cross Interrogatory 23rd

Do you know by your own
knowledge, or by information that he had any money
at the time to buy any place, or for any other purpose

Answer

277 He pretended to have money that is all I know
about it. I know nothing further.
Cross Interrogatory 21st

Might not Mrs Ball here had
money to loan at or about the time of the transaction
with Shadmatt and you not have known it,
Answer

She might I presume. I know nothing
about how much money she had

B W Backus.

State of Illinois)
Lake County) ss

I William A. Boardman Master in
Chancery in and for said County before whom
the foregoing deposition of Benjamin W. Backus,
a witness whose name is subscribed to the same
was taken, do hereby certify that the same was
taken in pursuance of the Mutual agreement of
the parties and that previous to the commencement
of the Examination of the said Benjamin W. Backus
as a witness in said Suit between the said John M.
Martnett Complainant and Maria Ball Defendant,
He was duly sworn by me to testify the truth in
relation to the matters in controversy between the
said Parties so far as he should be interrogated
concerning the same that the said Deposition was
taken at my Office in Naukegan in said County
commencing on the twenty third day of December

278 1856 and concluded on the twenty fourth day of the same month and year and that after the said deposition was taken by me as aforesaid, the interrogatories and answers thereto as written above were read over to the said witness, and that thereupon the same was signed and sworn to by the said Dependent Benjamin W. Backus before me the oath being administered by me at the place and and on the day and year last aforesaid,

In Testimony whereof I have hereunto set my hand and seal this twenty fourth day of December A.D. 1856.

William I. Boardman
Master in Chancery
for Lake County, Minn.

Master fees
Taking Deposition \$ 3.00
Issuing Subpoena 31
Total \$ 6.12

B W Backus \$ 2.00
Lit fee
2 days

The Deposition of Robert Strang of the County of Lake and the State of Illinois, a witness of lawful age produced, sworn and examined upon his Corporal oath, before me William A. Boardman Master in Chancery for Lake County Illinois at his office in Waukegan in said County on the twenty third day of December A.D. 1856 at the Town of Lincoln. At W. of said day, in pursuance of the mutual agreement of the parties herein named, and the said Deposition being taken to be read in evidence on the trial of a certain matter and suit in controversy now pending and undetermined in the Circuit Court of Lake County Illinois. wherein John W. Hartnett is Complainant and Maria Ball is Defendant on behalf of said Defendant, the said Robert Strang being first duly sworn by the said Master in Chancery, as a witness in said cause, previous to the commencement of his Examination to testify the truth as well on the part of the Complainant as the Defendant, so far as he should be interrogated, did depose and testify as herein after follows (the Complainant in said cause appearing by Mr Parks his Solicitor and the Defendant appearing by Mr Trogue his Solicitor and the said Robert Strang to the Interrogatories propounded to him answering, soth as follows to wit

Interrogatory 1st

What is your age, occupation & place of residence?

Answer My age is fifty one years, occupation Farmer, Residence in Milburn, in the Town of Chittick, Lake County Illinois

Interrogatory 2nd

Are you acquainted with the parties of this suit John M. Hartnett the complainant and Maria Ball Defendant, and if so, how long have you known them respectively?

Answer

I am acquainted with the said parties have known Hartnett some ten years and upwards, have known Miss Ball since the year 1849 she then worked for me.

Interrogatory 3rd

State what part of the year 1849 and how long and in what kind of service Miss Ball was engaged in for you, and the rate of wages she received therefor

Question objected to by the
Complainant's Solicitor

Answer

It was in the Spring of said year 1849 in March, April May, and June, that she was at my house. She might have been there some earlier than March and she left about the first of July A.D. 1849. She was hired as a servant for us to do house work, I paid her twelve shillings per week.

Interrogatory 4th

When did she go after leaving your house did she or not remain in this part of the country thereafter. If so how long, and if she left this part of the country, when and where did she go and has she been in your Neighborhood since, and if so when did she return?

Answer

She went from my house to Mr. Goodenow's where she made it her home. I believe she did not remain in this part of the country thereafter. She left this part of the country about a week after she left my house. I was a short time after cannot state exactly the time. I understood she went to her Father's in an Eastern State. She returned to my Neighborhood again the next summer and worked for me some two or three weeks of that part of the answer.

(relating to what the Witness understood as objected to by Mr. Pecke the Complainer's Solicitor)

Interrogatory 5th

State whether or not she was at your house

282 or in your neighborhood in the year one thousand
eight hundred and fifty.

Answer

Not that I know of
Interrogatory 6th

State whether or not you was post
master at Milburn in the year one thousand eight hun-
-dred and forty nine and fifty

Answer

Yes I was.

Interrogatory 7th

Did you in A D 1849 know Richard
Shotswell and his wife

Answer Yes sir

Interrogatory 8th

Do you know anything of R Shotswell
going to California and if so, at what time did he start
Answer

He started for California I think it was in
April 1849.

Interrogatory 9th

State whether or not any letters from him
to his wife, were received at the Post Office at Milburn
after his arrival in California, if so, about what time
was the first such letter received?

Answer

Yes I believe there were It is a hard question
to state the time. I would not think they got any

285 until the next Spring

Interrogatory 10th

State whether or not Miss Ball was at your house, when any such letter was received
Answer

Not to my knowledge.

Interrogatory 11th

Did you or not even hear Miss Ball and Mrs Susan Shummon (the mother of Mr Shummon) conversing about a certain house and lot near New-Haven, which Richard Shottonell had conveyed to Miss Ball.

Answer No Sir, I never did,

Interrogatory 12th

Did you hear Miss Ball speak of this lot and her connection with it, shortly after her transaction with Richard Shottonell concerning it, and if so, how did she represent it, question objected to by the
Complaint Solicitor,

Answer

I heard her when she came home from New-Haven say that she had bought the lot which Richard Shottonell had for sale.

Interrogatory 13th

State whether or not she was working at your house, immediately before and immediately after the said transaction with Shottonell?

Answer She was.

284 Interrogatory 14th

State what she declared her object to be, if she made any declaration of it, in going to Waukegan on that occasion, at the time she started?

Answer

Well I don't think she made any to me, as she knew that Shotwell had offered it to me, in my house, she went without saying anything to me, as she might have thought I would get it before she did— (former objected to by compliments solicitor)

Interrogatory 15

State what offers particularly Shotwell had made to you, at the place, and when it was made

Answer

It is my impression that he wanted to get three hundred dollars for it. He made this offer in the Spring of 1849 the same week or within a day or two of the time when she went to get it

Interrogatory 16th

Was there any conversation between Shotwell and Miss Ball on that occasion?

Answer

Not that I know of

Interrogatory 17th

State if you know, how, and of whom, Miss Ball got the money, to pay Shotwell

Answer

I do not know, she got some few dollars

285 of me to pay a note belonging to that transaction, but of whom she got the main part of the money I do not know —

Interrogatory 18th

State whether or not she had even to your knowledge before that transaction with Shotwell, or since loaned or offered to loan any money.

Answer

I do not know she has not to my knowledge.

Interrogatory 19th

State whether or not you had before that transaction even heard of her having money to loan —

Answer

No Sir

Interrogatory 20th

State whether or not before Richard Shotwell started for California, he had any conversation with you concerning his said transaction with Miss Ball,

Answer

No he had no conversation with me about Miss Ball's transaction

Interrogatory 21st

Did he before starting for California state to you what disposition he had made of said lot,

Answer

No he did not speak on the subject with me

Exon Examination by Mr Parks the Solicitor
for the Complainant

Cross Interrogatory 1st.

286 Do you mean to be understood as meaning on your direct examination, that no letter or letters were received at your Office addressed to Mrs Shetwell, from her husband after he left for California, and while Miss Ball was at your house.

Answer

I do not know of any from her husband
I know of one from Andrew Shuman her brother

Cross Interrogatory 2nd

When was the letter from Andrew Shuman ~~received~~ above mentioned received, and who took it from the Office

Answer

I cannot say the exact time. It was sometime in the summer, about the beginning of July 1849
A part of the letter was addressed to me. I cannot say who took it from the Office.

Cross Interrogatory 3rd

To whom was the letter addressed?

Answer

I think it was his father

Cross Interrogatory 4th

Have you at any time heard Miss Ball say anything upon the subject of selling the place back to Shetwell, if he succeeded well in California?
Answer.

287 It seems that she spoke something about that
Cross Interrogatory 5th

Do you recollect the terms
upon which she was to sell it back, if so I do,
Answer No sir

Cross Interrogatory 6th

Shots as near as you can
when, the month and the day of the month that
Miss Ball commenced work at your house in 1849
Answer

I don't recollect the exact time when she
commenced to work at my house, as near as I can
state it was in March she commenced to work there.
cannot tell the day of the month.

Cross Interrogatory 7th

During her stay at your house
Did you ever hear her say anything about her going
on to the Lot of Land in question to reside or make
her home,

Answer

I never heard her say anything on that
Subject.

Cross Interrogatory 8th

Did you ever hear her say what
she intended to do with the Land or Lot in question
Answer

Nothing but she would let it to some one,

Cross Interrogatory 9th

288 Do you recollect of Mrs Shobmell, or some one for her
taking a letter from the Office containing a remit-
=tance for her from her husband in California
Answer

No I cannot recollect in the summer of
1850 I know that they got several letters. cannot say
who they were from or whether they contained
money or not

Cross Interrogatory 10th

Did you ever have any con-
=versation with Mr or Mrs Goodman before
Shobmell returned from California about Shobmell
having sent money to redeem the place from Miss
Ball?

Answer

No Sir I never did or I remember
Cross Interrogatory 11th

Did you ever hear from any
one before Shobmell returned from California that
he Shobmell had sent money to his wife to redeem
the place or buy it back, if yes, from whom did
you hear it?

Answer

I heard of money coming back. I never
heard what it was for.

Cross Interrogatory 12th

Did you ever hear Mr Goodman
or his wife say anything on the subject of Mr Shobmell

289 right to redeem or buy back the place previous to the commencement of this suit?

Answer No sir I have not.

Cross Interrogatory 13

Did you ever hear them say anything about the transaction of Shatswell and Miss Ball previous to the commencement of this suit?

Answer No sir.

Direct Examination resumed by
The Arizona Defendants Solicitor.

Interrogatory 1st

Please state as fully as you can remember her it all that Miss Ball said about selling the place back to Shatswell if he succeeded well in California.

Answer Well I don't know as I heard her say anything in particular about selling the place back she spoke something about she did not care for the place, but I cannot recollect anything definite about it. I asked her what she was going to do with it as we were talking in the family, she said that she could not live there alone, that she would visit.

Interrogatory 2nd

Did she say whether or not she had agreed with Shatswell to sell the place back to him?

Answer

290 I think she did not say so, as soon as I can remem-
ber.

Interrogatory 3rd

What, if any thing did she say on
that occasion of a hope that the land would raise
considerably in value. (objected to by the Solicitor General)
(sent
Answer

Well I think she spoke a little that way.
but I cannot recollect exactly what she said if she
wanted to sell it she thought that she could get her
money out of it.

Cross Interrogatory resumed by Mr Parks

Solicitor for the Complainant

Cross Interrogatory 1st

Did you not understand
from Miss Ball, that she expected Shermans to take
the place back if he succeeded in raising the money
in California

Answer No, Sir I did not.

Cross Interrogatory 2nd

Did you not understand
from Miss Ball that Shermans was to have the first
privilege of buying the place back from her

Answer

No but I have heard it in talk lately
but I do not think I have heard it from her
Cross Interrogatory 3rd

291 Now when have you heard it solely other
than the complainant in this suit
answer

It has been a general talk up there since
this suit was commenced, I cannot tell who

Direct Examination resumed by
the Attorney the Defendants Solicitors.

Interrogatory 1st

State whether or not at any time, at
or before the commencement of this suit you ever
heard Shotwell or his family or any one say that
Shotwell had a right to buy the place back, or that
there was any such contract, or any thing of that sort,
Answer.

No I cannot say that I did.

Robert Strong.

State of Illinois }
Lake County } ss

I William A Boardman Master
in Chancery, in and for said County, before whom
the foregoing Deposition was taken in pursuance of
the agreement of the parties.

Do hereby certify that previous to the
commencement of the Examination of the said Robert
Strong as a witness in said suit between the said
John M. Hartnett complainant and Maria Ball.

292 Dependant. He was duly sworn by me to testify the
truth in relation to the matters in controversy
between the said parties so far as he should be in-
-terrogated concerning the same. That the said Deposition
was taken at my Office in Waukegan in said County
on the twenty third day of December A D 1856, and
that after Deposition was taken by me as aforesaid the
Interrogatories and answers thereto as written down
were read over to the said Witness and that
thereupon the same was signed and sworn to by the
said Dependent Robert Strong before me the oath being
administered by me at the place, and on the day and
year last aforesaid.

In Testimony Whereof I here
unto set my Hand and seal this twenty third
day of December A D 1856.

William A Boardman,
Master in Chancery

Master's fees

Taking Deposition \$5.75

A. S.

R Strong

Sub fees \$1.00

The Deposition of Hiram Buttrick of the County of Lake in State of Minn's, A Witness of Lawfull age produced, sworn and examined upon his Corporate oath before me William C Boardman, Master in Chancery for said County at his Office in Waukegan in said County on the twenty second day of December A.D. 1856 at the hour of ten o'clock A.M. of said day in pursuance of the mutual agreement of the Parties herein named, And the said Deposition being taken to be read in Evidence on the trial of a certain suit and matter in controversy now pending and undetermined in the Circuit Court of Lake County Minn's wherein John M Hartnett is Complainant and Maria Ball is Defendant in behalf of said Defendant, The said Hiram Buttrick being first duly sworn by the said Master in Chancery as a witness in the said cause previous to the commencement of his Examination to testify the truth as well on the part of the Complainant as the Defendant in relation to the matters in controversy between said Complainant and Defendant, so far as he should be interrogated did depose and testify as herein after follows / the complainant in said cause appearing by C.C. Parks his solicitor, and the Defendant by J. H. Rogers her solicitor, And to the Interrogatories propounded to him the said Hiram Buttrick answering saith as follows to wit

Interrogatory 1st.

294 What is your age, occupation and place of residence?

Answer

My age is forty four years, occupation Farmer,
Residence, Mauckegan, Illinois,

Interrogatory 2nd

Are you acquainted with John M.
Martnett the Complainant and Maria Ball the Defendant
in this suit, and also are you acquainted with Richard
Shotsnell, and if so, how long have you known each of
them,

Answer

I am acquainted with John M. Martnett,
have known him between 12 and 15 years, am not
acquainted with Maria Ball, have been acquainted
with Richard Shotsnell about 12 or 15 years.

Interrogatory 3rd

Are you acquainted with the three
acre lot of Land in Section 16. Town 45 N. Range
12 East 3rd P.M. near Mauckegan formerly owned and
occupied by Richard Shotsnell.

Answer Yes I am.

Interrogatory 4th

Who resided on said Land in February
and March A.D. 1849.

Richard Shatswell resided there untill about that time. When he went to California, his family resided there for a short time afterward

Interrogatory 5th

about how long did his family remain on said premises after he Richard Shatswell started for California

Answer

I do not recollect. I know that they were there after he left.

Interrogatory 6th

Who next occupied said premises

Answer

John Robison.

Interrogatory 7th

How long did he Robison occupy said premises, and when did he leave them.

Answer

I think he occupied them about Eleven months and he left them I think in March, in the first part of March, as near as I can now recollect in the year 1850

Interrogatory 8th

How near to the premises did you reside

Answer

About thirty rods

Interrogatory 9th

296 Of whom did Robinson obtain the occupation of the premises, and on what terms?
Answer

I let the premises ~~the premises~~ to him for twenty five Dollars per year

Interrogatory 11th By whose lease did you so rent to him and to whom did you account for the rent, P.

Answer

At Mr Goodnows The Rent was laid out in repairs on the house.

Interrogatory 11th

For whom & by whose Authority did Goodnow profess to act in the matter,?

(question objected to by complainants solicitor)

Answer

Mr Goodnow and wife came to my house and desired me to rent the premises, and that Miss Ball should pay me for my trouble, Mr. Goodnow took me to the premises, and asked me what it should rent for I told him if it was fixed up some, I thought it would rent for \$25, Dollars per year. He told me to rent it

(question objected to by complainants solicitor)

Interrogatory 12th

Whose was the wife and family of Richard Shotwell while Robinson occupied the Premises,

Answer

297 With Mrs Shotmills father, Andrew Shuman et Mill
-brick in Milburn Lake County Minn's.

Interrogatory 13th

About how far did Andrew Shuman
reside from the premises in question

Answer

I think it is about ten miles

Interrogatory 14

After Roberson who next occupied the prem-
-ises?

Answer

Mr Store I let the premises to next

Interrogatory 15th

How long did Mr Store occupy the premises
and on what terms?

Answer

I could not tell how long Mr Store occupied
the premises from my own knowledge, for I did not know
when he left. I let the same to him for twenty five dollars
per year.

Interrogatory 16th

Who were the occupants since, please name
them in the order of their occupancy

Answer

Richard Shotmills / his family, before he returned
from California, next John M. Mastmatt

Interrogatory 17th

Do you know by whose leave, and on

294 what terms Shotton's family occupied the said premises, before Shotton returned from California. If so
State.

Answer

I do not I was in California when they entered into possession of the premises

Interrogatory 18th

Do you know of your own knowledge or by information derived from Richard Shotton shortly after his return from California, how and on what terms he continued to occupy the premises

Answer

I do not know that I do.

Interrogatory 19th

State whether or not you rented the premises to Mr Stone by virtue of the same request that you did to Robinson

Answer

Yes I did

Interrogatory 20th

Do you know of your own knowledge or by information from Richard Shotton whether or not he paid or agreed to pay rent to any person for said premises if so State (the latter part of this question objected to by)

(Complainant's Solicitor)

Answer I think not.

Interrogatory 21st

If you know of any other matter or thing

299 which would be of advantage to Maria Ball the Defendant in
this suit please state it,

Answer.

I do not know that I do.

Interrogatory 22nd

State whether or not before Shelswell
went to California, and before his transaction with
Miss Ball, he had offered the premises in question
for sale and if so, at what price and in what terms?

Answer.

He offered it to me previous to his selling
it to Miss Ball. I don't exactly recollect the price he
offered it for, but it was somewhere between two
hundred and two hundred and fifty dollars cash down.
He wanted the money to go to California.

(That part of the answer objected to which refers to
the sale of the premises to Miss Ball)

Cross Interrogatory by Mr Parks the
Complainant's Solicitor,

Cross Interrogatory 1st

Did Mr Gosman or his wife at
the time referred to in your answer to the 10th Direct inter-
rogatory, Exhibit to you any written Authority from any

300 one to control the premises in question?

Answer

No more in writing.

Cross Interrogatory 2nd

Do you know that they had any authority in the matter other than from their own statements?

Answer

I do not.

Cross Interrogatory 3rd

Do you know that Richard Shotwell in his family kept house at any other place, than upon the premises in question since January 1st 1849, until Mrs Shotwell's death?

Answer

I do not ^{think} that they kept house at any other place.

Cross Interrogatory 4th

Do you know of any one's disputing the right of Mr Shotwell while he resided there, to reside upon the place in question up to the time of the sale to John M. Hartwell?

Answer

I don't know of any one's coming there and disputing it.

Cross Interrogatory 5th

Did you know Nathaniel P. Donist in his life time, if yes, how long is it since he died?

Answer

301 I did ~~need~~ know him it will be two years the first
part of next month since he died,
Cross Interrogatory, 6th

Did you ever hear him say
upon what terms Shattwell got money of Miss Ball to go
to California with and how he came by his information,
[Question objected to by the Judge the Defendant's
Solicitor]
[The Last question withdrawn by the Interrogator]

Direct Examination Resumed by the Judge the
Defendant's Solicitor

Interrogatory 1st

How many children had Shattwell
residing at home when he went to California, state their
respective ages as near as you can.

Answer

I think they had five, the oldest three years
and the youngest about two or near as I could judge from
their appearance

Interrogatory 2nd

State whether or not Shattwell had been
sold goods convenient for keeping house, when he
went to California.

Answer

I think he had, so that he got along he
was not so well off as some

302 Interrogatory 3rd

State whether or not said Household goods were removed at the time Mrs Shotwell left the place, and moved to her father's

Answer

It was some days before I saw the house after Mrs Shotwell moved out. When I went there with Mr Goodnow I saw no furniture there.

Interrogatory 4th

What was done with the Key of the house when Mr Shotwell moved out of it?

Answer

Well I do not think there was any key.

Interrogatory 5th

Do you mean to be understood in your answer to the 4th Cross Interrogatory that Miss Bell or Mr Goodnow as her Agents, did not claim the right to control the premises

Answer

I do not. I do not know whether Miss Bell then claimed it or not. all I know of Miss Bell's claiming the premises is what I have said in my answer to the Eleventh Direct Interrogatory

Interrogatory 6th

State whether or not Mr Shotwell during that time, claimed the premises

Answer

303 I never heard him claim them,
Interrogatory 4th

Before Shotwell went to California and
after his conveyance of the place to Miss Ball, did he ever
state to you how he got the money from Miss Ball,
Answer

I heard that he sold the place, but I would
not swear that he told me so. Answer objected to by the
(Complainant's Solicitor,
Hiram Buttrick

State of Illinois }
Lake County } ss

I William A Boardman Justice in
Chancery in and for said County before whom the
aforesaid Deposition of the said Hiram Buttrick a witness
whose name is subscribed to the same, was taken in pursuance
of the agreement of the Parties,

Do hereby certify that previous to the com-
mencement of the Examination of the said Hiram Buttrick
as a witness in said suit between the said John M Hartwell
Complainant and Maria Ball Defendant, he was duly sworn
by me to testify the truth in relation to the matters in controversy be-
tween the said parties, so far as he should be interrogated
concerning the same. That the said Deposition was taken at
my Office in Waukegan in said County of Lake on the 22nd
Day of December A.D. 1856, and that after said Deposition

504 Now taken by me as aforesaid, the interrogatories and answers thereto as written down were read over to the said witness, and that thereupon the same was signed and sworn to by the said Dependent Hiram Buttrick, before me the both being administered by me at the place and on the day and year last aforesaid.

In Testimony whereof I have
hereunto set my hand this
twenty second day of December
A.D. 1856

William A. Boardman
Master in Chancery for Lake
County, Minn's

Master's fees

Taking Deposition \$6.00

Issuing Subpoena 37

Total \$6.37

H. Buttrick nil fee.

\$6.37

305 The Deposition of Thomas Hill of the County of Lake
in the State of Illinois, a witness of lawful age, produced,
sworn and Examined upon his Corpnal oath before
me William S. Boardman, Master in Chancery in and
for the County of Lake and State of Illinois, at his Office
in Mankewan in said County on the 31st Day of December
A.D. 1856 at the hour of ten O'clock A.M. of said day
in pursuance of the mutual agreement of the Parties
herein named, and the said Depositions being
taken to be read in Evidence on the trial of cer-
tain Suit and Matter in Controversy, now pending
in the Circuit Court of said County wherein John
M. Shortwell is Complainant and Maria Hill is
Defendant, in behalf of said Defendant. The said
Thomas Hill being first duly sworn by the said
Master in Chancery, as a witness in the said cause
previous to the commencement of his Examination to
testify the truth as well on the part of the Complainant
as the Defendant in relation to the matters in controversy
between the said Complainant and Defendant So far
as he should be interrogated, did depose and testify as
herein after follows / the complainant appearing by Mr
Parks his solicitor and the Defendant by Mr Ferguson
her Solicitor And the said Thomas Hill to the inter-
rogatories to ~~him~~ propounded to him, answering with
as follows, to wit

Interrogatory 1st

What is your age, occupation and

306 Place of Residence

Answer

My age is forty eight years occupation
Farmer Residence in Newport Lake County Illinois
near Shing's corner, one mile and a quarter from
Milburn -

Interrogatory 2nd

Are you acquainted with the Parties
to this suit John M. Hartwell Complainant and Maria
Ball Defendants and also are you acquainted with
Richard Shotwell,

Answer

I have seen them all and know them,
but am not much acquainted with them.

Interrogatory 3^d

Did you know the Defendant Maria
Ball in the Spring and Summer of 1847 & 1849
when she made her home at Nathaniel Goodnow's in
this County and when she worked at Robert Shing's
(Question objected to by Complainant)
Solicitor

Answer

Well I guess I know when she was there
I was not much acquainted with her I have seen her
when I was into Mr Shing's.

Interrogatory 4th

State whether or not at that time she
procured any money of you, and if so state how

307. Much and in what way.

Answer

Well I could not say when it was she had it.
but she borrowed a little. how much I could not
say whether it was five six seven or ten dollars.

Interrogatory 5th

State whether or not it was the same
season which she worked at Strong's of which you
have spoken

Answer

I could not state whether it was the
same season or not.

Interrogatory 6th

State whether or not you know
of her having been in that neighborhood more than
one season, about the year one thousand eight hun-
-dred and forty nine.

Answer

I do not know whether she was there
more than one season or not at that time.

Interrogatory 7th

State as near as you can, how many
years since she borrowed the money of you

Answer

Well I cannot say how many years, it

308 might have been five or six years gone
Interrogatory 8th

How long did she keep the
Loan as near as you can state
Answer

Might be two months or six weeks,
could not tell exactly she did not keep it a
great while

Interrogatory 9th

What did she get the money for?
Answer

I don't know.

Cross Interrogatory 10th

Where did she borrow this
money from you

Answer

Well I believe it was to the house where
I now live in this County.

Thom^{as} ^{his} ~~Thom^{as}~~ ^{Mark} ~~Thom^{as}~~

State of Illinois } ss
Lake County }

I William A. Boardman Master
in Chancery in and for said County before whom
the foregoing Deposition of the said Thomas ~~Thom^{as}~~ a
Witness whose name is subscribed to the same, was
taken in pursuance of the mutual agreement of the Parties
herein named.

He hereby Certify that previous to the commencement of the examination of the said Thomas Hill as a witness in said suit between the said John W. Hartnett Complainant and Maria Bell Defendants, He was duly sworn by me to testify the truth in relation to the matters in controversy between the said parties so far as he should be interrogated concerning the same, that the said Deposition was taken at my Office in Naukegan, in said County on the 31st day of December A.D. 1856 and that after the said Deposition was taken by me as aforesaid, the interrogatories and answers thereto as written down were read over to the said Witness, and that thereupon the same was signed and sworn to by the said Dependant Thomas Hill before me the Oath being administered by me, at the place and on the day and year last aforesaid -

In Testimony whereof I hereunto
set my hand this 31st day of December
A.D. 1856,

William A Boardman
Muster in Chancery for
Lake County Ill

Musters fees

Taking Deposition \$ 2, 50

Issuing Subpoena 37

Total 2, 87

Wit Fee
Thomas Hill \$ 1, 00
and day

The Deposition of Elisabeth W. Goodnow of the County of Lake in the State of Illinois a witness of Lawfull age produced sworn and Examined upon her Corporal Oath before me William A. Boardman Master in Chancery for said County at his Office in the Town of Menkigan in said County on the twenty ninth day of January A.D. 1857 at half past ten o'clock A.M. of said day. In pursuance of the mutual agreement of the parties to this suit. And the said Deposition being taken to be read in Evidence on the trial of a certain suit and matter in controversy now pending in the Circuit Court of Lake County Illinois wherein John M. Martzell is Complainant and Maria Ball is Defendant in behalf of said Defendant. The said Elisabeth W. Goodnow being first duly sworn by the said Master in Chancery as a witness in said cause previous to the commencement of her Examination to testify the truth as well on the part of the Complainant as the Defendant in relation to the matters in controversy between the said Complainant and Defendant so far as she should be interrogated, testified and Respond as follows: In Parks appearing as Solicitor for the Complainant and Mr. Clark of the firm of Progen and Clark for the Defendant

And the said Elisabeth Goodnow to the interrogatories propounded to her answering with

Interrogatory 1st,

What is your age occupation and place of Residence?

311 My age is forty years, occupation, House-keeper, residence
in Alton in Lake County Illinois

Interrogatory 2nd

Are you acquainted with the parties,
John M. Hartnett complainant and Maria Ball
Defendant in this suit

Answer

I am acquainted with them

Interrogatory 3rd

Are you acquainted with William D. Shotwell
the Father of Richard Shotwell

Answer

I am acquainted with him.

Interrogatory 4th

State whether or not you remember as occa-
-sion when Miss Ball the Defendant in February 1847 came
to Waukegan with her Brother Edward, when it was said
she had some dealing with Richard Shotwell about
a lot of Land in or near Waukegan-

Answer

I remember it

Interrogatory 5th

State what, if any thing, you know
of said William D. Shotwell a few days before the
the occasion referred to in the last interrogatory, coming to
your house and there having an interview with Miss
Ball the Defendant for his son Richard about said lot of Land

312 Answer

I don't think he ever came there to see Miss Ball about it

Interrogatory 6th

State whether or not, if said William D. Shattwell had had an interview with Miss Ball the Defendant about said Lot of Land for his son, Richard, at your house, in your presence, a few days previous to her coming to Waukegan with her Brother Edward as referred to in the 4th Interrogatory, you would remember it?

Answer

I think I should.

Interrogatory 7th

State if said William D. Shattwell ever previous to the time of Miss Ball's coming to Waukegan as referred to in the 4th Interrogatory ever came to your house to converse with Miss Ball in relation to said Lot of Land.

Answer

I never heard him say any thing about it to her

Interrogatory 8th

Where was Miss Ball Living at the same time,

Answer

[2013-11-9]

At Mr Robert Stearns's
Interrogatory 9th

213 How long had she been living there, previous to her
coming to Haukegan, at the time alluded to in the 4th
Interrogatory,
Answer

She had been living there a few weeks. I
do not recollect just how long. I should think five
or six weeks.

Cross Interrogatory by Mr. Parker the
Solicitor for the Complainant

Cross Interrogatory, 1st

How far did from your
house did William D. Shotwell reside at the time
referred to in your answer to the 4th Direct Interrogatory
Answer

About half a mile

Cross Interrogatory, 2nd

Was he intimate in your family
at that time, and how often did he visit your house
Answer

He was intimate in the family. He came there
occasionally, perhaps he came there as often as once in two
or three weeks upon an Erriage for the year round. I do
not know as he did come so much as that. I don't know
it now so long ago.

Cross Interrogatory, 3rd

Can you tell what was said

314 at all of the occasions of his being at your house in the year 1849.

Answer

I could not

Cross Interrogatory 4th

Can you now tell what was said by William S. Phelps at any of the occasions referred to in the year 1849.

Answer

He used to talk some times about his sea-voyages and about his work and one thing and another.

Cross Interrogatory 5th

Might he not have had a Conversation with Miss Ball about business matters with Richard and you not known it?

Answer

I think not

Cross Interrogatory 6th

How far did Mr Robert Henry reside from your house, at the time referred to.

Answer

About a mile

Cross Interrogatory 7th

How often did Miss Ball come to your house, while she resided at Mr Henry's?

Answer

Once in two or three weeks I should think

315 Cross Interrogatory 8th

Do you not feel much interest in the
result of this suit, / question objected to by Defendant's
Solicitor)

Answer I feel some interest about it -

Cross Interrogatory 9th

Have you had considerable conver-
-sations in your family about this suit, since the same
was commenced?

Answer

We have had some conversation about it
Cross Interrogatory 10th

How often have the matters been
talked over

Answer

I could not tell how often, after we was
subpoenaed, we talked it over every day till we came here,
Cross Interrogatory 11th

Do you talk it over any, between
times, if yes, state how often.

Answer

Occasionally, could not tell how often,
Cross Interrogatory 12th

Did you ever say to William D
Shotswell or any member of his family that it was
a pity that Mrs Shotswell did not offer Miss Ball a few
dollars more money, or words of a similar import?

Question objected to by the Defendants
Solicitor

Answer

I do not recollect of ever seeing any thing of the
Kind—

Cross Interrogatory 13th

Can you swear positively that you
never said any such thing

Answer

I cannot.

Cross Interrogatory 14

Can you swear that you believe
that you never said any such thing

Answer

Should not want to, I could not

Direct Interrogatory resumed by the
Defendants Solicitor

Interrogatory 1st

Would you be likely to remember it
if you had said any to William & Shotwell or any
members of his family, of the import contained in the
twelfth Cross Interrogatory.

Answer

I think I should have remembered it as
something about it.

Elizabeth W. Goodnow—

State of Illinois }
Lake County } ss

I William A Boardman Master in Chancery in and for said County before whom the foregoing Deposition of the said Elizabeth W Goodnow was taken, a witness of whose name is subscribed to the same, Do hereby certify that previous to the commencement of the Examination of the said Elizabeth W Goodnow as a witness in said cause wherein the said John M Westcott is complainant and Maria Ball is Defendant, the said witness was duly sworn by me to testify the truth in relation to the matter in controversy between the said John M Westcott complainant and Maria Ball Defendant so far as she should be interrogated concerning the same, That the said Deposition was taken before me at my Office in Naukegan in said County of Lake on the 27th day of January A.D. 1857. and that after said Deposition was taken by me a fore-
-said the Interrogatories and answers thereto as written down were read over to said witness, and that thereupon the same was signed and sworn to by the said Deposition Elizabeth W Goodnow before me, the oath being administered by me at the place and on the day and year last aforesaid.

In witness whereof I have hereunto set my hand at Naukegan this 27th day of January A.D. 1857.

William A Boardman
Master in Chancery

Master's fees
for taking
his Deposition } \$4 00

218
E 500

"October 8th 1837"

"14" John M. Hartnell }
vs. } Bill for Separation &c.
Maria Ball "

"Now come the
" said parties by their respective solicitors
" and afterwards this cause having been
" brought on to be heard upon the
" Bill of complaint answer exhibits
" and proofs herein and the court
" having heard the proofs and argu-
" ments of counsel but not being fully
" advised in the premises takes the
" same under advisement."

E 593.

"14"

"October 9th AD 1887"

"John M. Hartwell

vs,

"Maria Ball"

"Bill for Injunction &c"

"Now comes the said
 " defendant by Frazer her solicitor and
 " on his motion it is ordered that said
 " defendant have until the first day
 " of the next term of this court in which
 " to file his bill of exceptions ~~therein~~ as
 " to the ruling of the court concerning
 " the testimony hereto given in this cause"

E 593,

322

"February 11th A.D. 1888."

"John M. Hartnett,

"11"

vs

Maria Ball "

} Bill for Injunction &c

"Now come said
" parties the said complainant by Parks
" his solicitor and the said defendant
" by Frazer her solicitor and the court
" not being fully advised in the prem
" is it is ordered that the deposition
" of Raphael M. Gray be considered
" by the court under the stipulation
" and objections attached to the same
" and the decision of the court to be
" entered in vacation as of this term."

424 State of Illinois

Sake County Circuit Court

In Chancery

John M. Hartnett

vs

Bill to Redeem.

Maria Ball.

Interrogatories to be propounded

to R. M. Gray a witness to be produced and
sworn in the above Entitled Cause on the part of
the Complainant

Interrogatory First

What is your name age occupa-
tion and place of Residence

Interrogatory Second

Where did you reside during the
years one thousand Eight Hundred and fifty
two, three, and four.

Interrogatory Third

Are you acquainted with Richard
Shotswell. If yes, state how long have you
known him?

Interrogatory fourth

Do you know the premises upon
which Richard Shotswell resided since his
return from California if yes, state its location

325 and description, and how long Shotwell resided
therein,

Interrogatory fifth

Did you at any time have a conversa-
-tion with Richard Shotwell about purchasing
said premises of him. If yea, state when it was

What he said about the ownership of the premises
and the incumbrance thereon and his object
of selling said premises

Interrogatory Sixth

Do you know any other matter or thing
material to the Complainant in this case. If so
state,

The Defendant objects to the fifth Interrogatory above and
any answer that can be made responsive thereto

It is hereby stipulated that a commission issue to ~~the~~
Alfred Gray of Duindaro Kansas to take the testimony
of Mr Gray upon the above and foregoing Interrogatories.

It is further stipulated that the Decision of this case is not to
be delayed by reason of filing this testimony except that the
Defendant reserves the liberty to take testimony in answer
to that of said Gray and time for that purpose, should

Aragone & Clarke for Deft
Parks & Haines
Sol. for Compt

State of Illinois
Lake County Circuit Court
In Chancery.

John M. Hartnett
vs
Maria Ball.

The deposition of Roswell M. Gray,
of the County of Leavenworth and Territory of Kansas,
a witness of lawful age, produced, sworn, and examined
upon his corporal oath on the Twenty eighth day of
January in the year of our Lord one thousand eight
hundred and fifty eight at the Office of Alfred Gray
in the City of Leavenworth in the County of Leavenworth
and Territory aforesaid, by me Alfred Gray, a Commissioner
legally appointed by a Judicial Proclamation or Commission
issued out of the Clerk's Office of the Circuit Court of
Lake County in the State of Illinois bearing Test in the
Name of A. B. Coates Esq. Clerk of the said Circuit Court
with the seal of the said Court affixed thereon, and to
me directed as such Commissioner for the examination
of the said Roswell M. Gray, a witness, in a certain

Alfred Gray Commissioner

327 suit, and matter in controversy, now pending and undetermined in the said Circuit Court, wherein John M. Hartnutt is Plaintiff and Maria Ball is Defendant in behalf of the said Plaintiff. The said Rossides Mr. Gray being first duly sworn by me, as a witness in the said cause, previous to the commencement of his examination to testify the truth is well on the part of the Plaintiff as the Defendant, in relation to the matters in controversy, between the said Plaintiff and Defendant so far as he should be interrogated testified and deposed as follows.

Interrogatory First.

What is your name, age, occupation and place of ~~residence~~ business?

Answer to First Interrogatory

My name is Rossides Mr. Gray age thirty three years and my present occupation is carpenter and joiner.

Interrogatory Second

Where did you reside during the years one thousand eight hundred and fifty two, three and four.

During the years one thousand eight hundred and fifty two, three, and four, I resided at Muskegon Lake County, Illinois.

Interrogatory Third

Are you acquainted with Richard Shelmest

Alfred Gray Commissioner

328 If you, state how long you have known him?

Answer to Third Interrogatory

I am acquainted with Richard Shetwell and have known him about ten years.

Interrogatory Fourth

Do you know the premises upon which Richard Shetwell resided since his return from California? If you, state its location and description and how long Shetwell resided thereon?

Answer to Interrogatory Fourth.

I know the premises upon which Richard Shetwell resided since his return from California. The said premises are situated north of Waukegan, on the road leading to Kenosha about one half or three fourths miles from Waukegan. I think he has resided thereon from five to eight years.

Interrogatory Fifth

Did you at any time have a conversation with Richard Shetwell about purchasing said premises of him? If you, state when it was, what he said about the ownership of the premises and the circumstances thereon and his right to sell the same and his object of selling said premises.

Answer to Fifth Interrogatory

I had a conversation with Richard

Alfred Gray Commissioner

Alfred Gray, Commissioner

\$29 Shetwell about purchasing the premises in question of him in the years 1852, 3. or 4 - but my best recollection is that the conversation occurred in the year 1853. In that conversation he told me that the premises belonged to him, that he had hired Mary of Maria Wall and was to pay her twelve per cent per annum, for the use of it. And as collateral security made over the premises to her by deed, that he was to have the privilege of redeeming the premises on his return from California by paying her the principal and twelve per cent per annum interest. He told me that his object in disposing of the premises to me, was to procure money to redeem the premises, that if he could sell the premises for what they are worth he could and would redeem them with part of the money, and keep the balance. He said his object was to save himself and have something left. He offered the premises to me for nine hundred dollars (\$900) I think he told me the incumbrance above mentioned was about three hundred dollars.

Interrogatory Sixth

Do you know any other matters or thing material to the Complainant in this case, if so state.

Answer to Fifth Interrogatory

I know of no other thing material to the Complainant in this case.

A. M. Gray

330 I Alfred Gray of the County of Leavenworth in the Territory of Kansas a Commissioner duly appointed to take the Deposition of the said Rossides M Gray a Witness whose name is subscribed to the foregoing Deposition, do hereby certify that previous to the commencement of the Examination of the said Rossides M Gray as a witness in the said suit between the said John M. Hartnett Plaintiff and the said Maria Bell Defendant he was duly sworn by me as such Commissioner to testify the truth in relation to the matters in Controversy between the said John M. Hartnett Plaintiff and the said Maria Bell Defendant so far as he should be Interrogated concerning the same and the said Deposition was taken at my Office in the City of Quindaro in the County of Leavenworth and Territory of Kansas on the twenty Eighth Day of January A.D. 1854 and that after said Deposition was taken by me as aforesaid the interrogatory and answers thereto as written down were read over to the said witness and thereupon the same was signed and sworn to by the said Dependent before me as such Commissioner at the place and on the day and year last aforesaid

Alfred Gray
Commissioner

Alfred Gray Commissioner

In Lake Circuit Court
of February T. 1838

"John M. Hartnett }
" vs } "Bill for Cyjunction"
"Maria Bell, "

"This cause having
" been submitted to the court for hearing
" upon bill, answer, replication and
" evidence taken therein, at a previous
" term of this court, and this court
" having heard argument of counsel
" and fully considered the same,
" and now being fully advised, do
" order adjudge and decree, that
" the complainant's bill be dismissed
" at his own costs and that the defend-
" ant have execution therefor."

"Whereupon the complainant prays
" an appeal, which is granted upon
" condition that the complainant
" on or before the sixth day of March
" ensuing, enter into a bond in the
" sum of five hundred dollars with
" sureties conditioned according to law."

"Feb 11, 1838"

"George Manierre"
"Judge of 7th judicial"
"cir. Ills."

State of Illinois
Supreme Court 3^d Grand Division

John M. Hartwell }
vs } Error to Sabe
Maria Ball }

April Term for 1858

And the said John M. Hartwell
Plaintiff in error By A. C. Sparks his
attorney at this same Term Comes
and Says: that in the Record &
proceedings aforesaid and in the
returning of the decree aforesaid
there is manifest error in this
to wit: In returning the decree
for the Dismissal of the Bill
filed in this case And for Costs
against the Plaintiff. And the
said John M. Hartwell Plaintiff in
error Prays that the decree
aforesaid for the Error aforesaid
may be revised & annulled, and
such decree may be entered in this
Court as shall be agreeable to Equity
and that said Plaintiff may be restored
As
A. C. Sparks
Atty for Plaintiff in error

John M. Hobart ~~off~~ in error } Supreme Court of the
State of Illinois

Maria Ball ~~off~~ in error } Third Grand Jury

Now comes the said defendant in error by Frozer
& Clark her Solicitor & says that in the proceedings and decision
of said Court remaining of record there is no such
error as said ~~off~~ in error has alleged wherefore

Frozer & Clark Solicitors
for ~~off~~ in error

In Supreme Court,
THIRD GRAND DIVISION,
APRIL TERM, 1858.

JOHN M. HARTNETT,

PLAINTIFF IN ERROR,

VS.

MARIA BALL,

DEFENDANT IN ERROR.

ERROR TO LAKE.

Before the Hon. George Manierre, Presiding Judge.

September 22d, 1855, Plaintiff filed his Bill in Chancery to redeem a part of lot number 6, of section 16, township 45, north range 12 east, in Lake County, Illinois, containing 3 acres.

2 The Bill states, that on the 15th day of May, 1847, one Richard Shatswell, was the owner in fee, of the land in controversy. Shatswell being desirous of obtaining a loan of money for the purpose of improving said
4 lot, borrowed of one Samuel M. Dowst, a sum of money, and to secure said money, made to said Dowst a Warranty Deed of the same, in fee simple; and on or before the 26th day of January, 1849, Shatswell paid to said Dowst the full amount of said money loaned. On or about said 26th
5 day of January, 1849, the said Richard Shatswell negotiated with, and loaned of the defendant, then of Lake County, now of Massachusetts, the sum of \$212.00, and agreed to pay interest thereon at the rate of twelve per cent. per annum.

At the time Shatswell negotiated said loan, he was about to leave the State of Illinois for California, and it was a matter of uncertainty when he would return, and in view of said uncertainty, it was agreed between Shatswell and defendant, that Shatswell should re-pay said loan at any time thereafter with interest at 12 per cent. In order to secure said loan of \$212.00 with the interest aforesaid, Shatswell, at the request of defendant, on said 26th day

of February, 1849, conveyed to defendant, in fee simple, by Deed of Warranty the premises above described; and the wife of said Shatswell, and said Samuel M. Dowst, joined in said deed which released and conveyed to defendant the legal title to said premises, which deed was duly recorded in Lake County. At the time of the execution and delivery of said deed it was understood that Shatswell should have possession of and the control of said premises, and when Shatswell should pay the money and twelve per cent. interest defendant would re-convey to him.

7 Soon after said loan was made, Shatswell left said State of Illinois for California, leaving his family on the premises, and that sometime in the month of June, 1850, Shatswell being in California, remitted to his wife and caused to be tendered to defendant, the sum of \$250, being the full amount of principal and interest at 12 per cent., although not bound to pay any more than \$212 and 6 per cent. interest thereon, and at the same time by his agent demanded a deed of said premises. Defendant refused to take the money or any part thereof, and refused to re-convey said premises to Shatswell. Shatswell did frequently, before the conveyance to plaintiff hereinafter mentioned, repeatedly and in a friendly manner, offer to pay to defendant, the \$212 and 12 per cent. per annum interest thereon, from the time of such loan, and plaintiff since the conveyance to him as hereinafter mentioned, has offered, and still is willing and offers to pay said sum and 8 interest, at the rate of 12 per cent. per annum; but defendant, by her agent and in person, refuses to accept the same and convey said land to Shatswell or plaintiff, as she originally contracted to do.

That Shatswell has been in the quiet and peaceable possession of said premises from the time of the loan up to the time of the conveyance to plaintiff, and plaintiff is now in possession, Shatswell having all the time paid taxes thereon. The premises lie contiguous to the village of Waukegan, 9 and are of the value of \$1,500.00.

Shatswell has frequently written to defendant, and endeavored to learn why and for what reason she refused to accept the money and convey him the premises. And plaintiff has applied to her agent since the purchase hereinafter stated, but Shatswell and plaintiff have been unable to get any answer from her or her agent.

On the 13th day of September, 1855, Shatswell, for a valuable consideration, conveyed all the right, title, and interest, in and to said premises, both in law and equity, to plaintiff, by and which was duly recorded September 14th, 1855.

10 The Bill charges that at the time when said deed was made to defendant, and at the time when said loan was made, it was expressly agreed, contracted and understood by and between Shatswell and defendant, that said conveyance, although absolute on its face, was not a sale of said premises to defendant, but only a mortgage to secure the re-payment of said sum of \$212 and interest at 12 per cent., and the defeasance was to rest in parol to save expense of foreclosing a mortgage in case of non-payment, and that when said sum of money and interest was paid she would re-convey said premises in fee, to said Shatswell, his heirs or assigns. That the said sum of \$212 was the only consideration for said conveyance.

- 11 Bill prays that defendant be made party and that she answer *without oath* her answer under oath being made. That defendant may be decreed to accept and receive said \$212 and interest to be computed at 12 per cent. per annum, to be computed from the time of such loan until the time of making the tender before mentioned, or until such other time as shall be just, which sum and interest *plaintiff hereby offers to pay*; and that the said defendant be required to make and deliver in due form a good and sufficient deed of said premises to plaintiff upon payment of money into court.
- 12 Prayer for general relief. Prayer for Injunction and Summons.
- 13 Injunction allowed, issued and served.

ANSWER OF DEFENDANT.

- 15 Defendant admits that Shatswell owned the premises at the time stated in the bill, and that he conveyed the same to Samuel M. Dowst to secure the payment of a loan of money, and that said loan of Dowst has been paid and discharged by Shatswell.

Defendant denies that Shatswell on the 26th of February, 1849, or at any other time, negotiated for, sought to obtain or obtained a loan of that sum or any other sum upon any terms or considerations whatever.

- 16 Defendant admits that at the date last mentioned said Shatswell was about to go to California, but denies that any uncertainty concerning the time of his return, influenced, so far as she was concerned, any transaction between said Shatswell and herself. Defendant wholly denies that there was any agreement with Shatswell that he should repay the sum of money upon his return or at any other time.

Defendant admits conveyance on 26th of February, 1849, in Fee Simple by Deed of Warrantee, and that said Dowst joined in said deed, and that said deed vested defendant with the legal title of said premises, and that she procured said deed to be recorded, but denies that such conveyance was made to her by way of a mortgage as security for a loan or to secure any indebtedness, but on the contrary avers that she absolutely and without conditions purchased said premises of said Shatswell, for the sum and price of \$212, *which was the full market value thereof* at the time. Defendant paid about \$100 on delivery of deed and gave her promisory note for the balance, which was paid some months thereafter.

- 17 Defendant denies that it was agreed by writing or parol that said Shatswell should have or continue in possession of said premises and defendant insists that such parol agreement would be void by the statute of frauds, and denies that she was upon the payment of \$212 and interest at 12 per cent. per annum or any other sum whatever to reconvey said premises or any part thereof.

Defendant admits that Shatswell went to California about the time stated in said bill, being soon after the conveyance to defendant, but her recollection and belief is that he did not leave his family in possession of said premises but avers if he did his family remained in possession but a few weeks: this defendant held the same, receiving the rents therefor and making repairs and valuable improvements thereon, and paying all of the taxes thereon which were received until about the 20th of September, 1855, when

said Shatswell, being in possession as tenant of defendant, and under her as his land-lord wrongfully gave possession to plaintiff and pretended by deed, bearing date that day to release said premises to plaintiff, for the alledged consideration of \$200, and defendant avers that plaintiff had full knowledge that Shatswell had possession only as tenant of defendant, and full notice of defendant's title. The \$200 was an inadequate price upon the hypothesis that the conveyance to this defendant has only the effect of a mortgage being less than one-fifth of the value of such premises subject to such incumbrance.

- 18 Defendant neither admits or denies, that Shatswell sent \$250 or any other sum from California to redeem the premises, but denies that any tender was ever made to her of that sum or any other, by Shatswell, or any other party for him. Defendant denies the demand of a deed for the premises. Also denies the refusal of the money, and refusal to make conveyance.

Defendant also denies that Shatswell ever offered to pay her the sum of \$212 and interest at 12 per cent., or any other principal sum, or any other rate of interest. She also denies that the plaintiff since said conveyance or at any other time, has offered to pay said sum and 12 per cent. per annum interest, or any other sum, and she denies, that, either personally or by agent, she ever refused, or had any opportunity of refusing, to accept said sum of money; she also denies that a deed was demanded and denies that she ever refused to make conveyance to said plaintiff. She deems it probable that plaintiff is willing to pay said sum of \$212 and interest since the date of the purchase, provided she will convey said premises to him, but denies that he has made any such offer.

- 19 Defendant denies Shatswell's possession, except as herein before set forth; she avers that shortly after her said purchase she took peaceably possession thereof under her purchase, and from that time until Shatswell's release to plaintiff, her possession continued peaceable, but she admits that since the date of said release plaintiff has been in possession without interruption. She denies that Shatswell, since his conveyance to her, has paid any taxes on said premises, except to be applied as rent.

Defendant admits that said premises lie contiguous to Waukegan, and are now of the value of about \$1,500.

Defendant denies that Shatswell has written to her, seeking to ascertain why she refused to take \$212, and 12 per cent. interest, and convey said premises in pursuance of any contract alleged by him to exist, neither has any such application been made to her agent.

- 20 Defendant admits that on the 13th of September, 1855, Shatswell conveyed his right, title and interest to plaintiff, but does not admit or deny the consideration of the deed. Avers that Shatswell was in possession as tenant of defendant. Admits that release was recorded.

Defendant denies that she accepted conveyance from Shatswell, with any understanding that the same was a mortgage and not a sale. Denies that any defeasance thereto was to rest in parole. She denies that \$212 was the sole consideration for said deed. She denies that she contracted by parole or otherwise to recover said premises; she denies that Shatswell ever

applied to her for a loan or to obtain loan of money from her, or ever proposed to give said premises in security to her by way of a mortgage.

21 Answer sworn to, *but the oath is expressly waived by the bill.*

23 General replication to answer.

24 Motion to dissolve injunction, and cross motion to continue motion to

25-26 dissolve injunction taken under advisement, ordered that plaintiff file bond or injunction to dissolve.

27 Order to close proofs.

28 Time of closing proofs extended.

29 Cause continued by agreement.

30 Motion to dissolve injunction. Cause brought on to be heard.

32 Deposition of William D. Shatswell, read, taken by plaintiff May 24th, 1856. Direct examination:

33 Witness aged 68; followed sea formerly, no business now reside at Waukegan.

Knows Richard Shatswell, plaintiff and defendant.

34-35 Richard Shatswell is my son. He wished me to call on defendant and make the best bargain I could with her for money to go to California, (he had already had a talk with her,) Richard wished me to have it understood that he was to have the privilege of redeeming the place, by sending money from California; I called and made know his request. Her answer was that he should have the privilege of redeeming the place at any time by paying 12 per cent. interest. I could not state the time or the year. It was some 5 or 6 years, or a short time before they made the final arrangement, I should think it some 7 years ago.

36 Richard Shatswell sent money from California to redcem the premises upon which he obtained the money. It was about 2 years after he left, don't know exactly. The money was sent in a draft. He requested in his
37 letter to loose no time in getting the draft cashed, after which she (his wife) would attend to the redemption of the place. Father would state to her the required sum. I told her it was \$250, that was as near as I could calculate it. The defendant was at that time in Massachusetts, in what part we knew not; she had a cousin here (Mrs. Goodenow) that did know, we applied to her for information and she volunteered to write to Miss Ball. We requested her to state to her (Miss Ball) that the money was ready, \$250, for the redemption of the place awaiting her order. She neglected to answer that letter for some 3 or 4 months, then she answered it by saying that it did not amount to hardly enough to pay the principal and 12 per cent. interest. That is the way it was stated in the letter.

38 Richard's wife was present when Mrs. Goodenow volunteered to write I could not say whether any other person was present, think likely Mrs. Goodenow's daughter was. I do not know who acted as defendant's agent, in transacting the business in *this* county during her absence. What little business she had done I think was done by Mr. Goodenow and his wife, I don't think she had any actual agent. Continued.

May 27th, 1856, testimony of W. D. Shatswell on part of plaintiff resumed.

Interrogatory 13. "State if you please who has usually done the writ-

ing in carrying on the business correspondence of Nathaniel Goodenow.”
 39 Answer: “Some times he done it, and sometimes his wife. Both are capable of doing it.”

I saw the letter received by Mrs. Goodenow, in answer to the letter she wrote to Miss Ball, before referred to, but did not read it. I heard that part of it read, to which I have referred, by Mrs. Goodenow.

CROSS EXAMINATION BY DEFENDANT'S SOLICITOR.

41 Witness followed the sea for about 40 years, was master for over 30 years. John M. Hartnett married my daughter; I am at present a member of plaintiff's family. Defendant lived in Nathaniel Goodenow's family
 42 when I called upon her to see about the money for my son, as stated in my direct examination. I think Mrs. Goodenow and her daughter Mary were present, I would not be certain. I had known her but a short time before.

43 I heard Richard say that he had been to her for money, I expected she
 45 had seen the place, Richard told me she was coming down. I resided at Milburn in Newport at the time, some 12 miles from where Richard resided.
 46 I don't know where Richard got the first information that he could get
 48 money of defendant. I lived at the time about half a mile from Nathaniel
 49 Goodenow's. Miss Ball's home was in Massachusetts; she was here on kind of a visit. I never had but one interview with defendant until the business was closed.

50 The case has been talked of in the family more or less within the past year.

51 I have no knowledge of the contents of Miss Ball's letter declining to take \$250, except what I derived from hearing a portion of it read by Mrs. Goodenow.

I have no interest in this suit. I did not furnish one cent of the money that plaintiff paid Richard for the premises.

DIRECT EXAMINATION RESUMED.

52 I believed Richard told me the truth when he said Miss Ball had been to Waukegan to see the place. I had no other reason for believing that she had been there. There was nothing said in my interview with Miss Ball about the value of the place—there was nothing said, to my recollection.

53 I mean to be understood that Mrs. Shatswell and myself went to Mr. Goodenow's for the purpose of redeeming the land, not for the purpose of purchasing it.

CROSS EXAMINATION RESUMED.

54 I think I remember what I have said on the subject of Mrs. Shatswell's application to Mr. Goodenow to redeem the place. I had reason to keep it in my mind; have given the whole conversation that passed at Mr. Goodenow's on the occasion referred to; that is my intention at any rate;
 55 the conversation was short, it could not have been more than half an hour, I cannot be definite.

57 Deposition of Richard Shatswell taken on the 7th day of March, 1856.

58 My age is 39 years; residence, Waukegan; occupation, Cooper.

59 Witness got money of Dowst, gave an absolute deed, (annexed, marked
60 "A"), to secure it, (admitted by answer). I received money from Maria
Ball, (defendant,) in February or March, 1849, I received \$212, less by
\$50 out of said \$212, which was between me and defendant to be paid to
61 my wife between time and the first of June following. I received the
money with the understanding that I could edeem the place at any time by
paying principal and interest at 12 per cent. per annum. I gave defendant
security on a house and 3 acres of land, being the same referred to in deed
62 marked "A." I obtained the money to go to California, and expected to re-
fund it by bringing it or sending it from there. I informed the defendant for
what purpose I obtained the money, and how I expected to refund it. She
was about to give me the money, and held it back, and asked when the
money was to be sent to redeem the place, I answered, within a year; she
then said that if it was not to be paid within a year she did not wish to
let the money go, *she did not want the place, but wanted the money.* The
defendant then spoke to Dowst, (Samuel M.), and asked him if he would
redeem the place for me, if I did not within that time, and he said he would,
the defendant then paid the money.

63 I sent money from California to this county, (Lake County,) in June,
1850; I sent \$350 to my wife to redeem my place; I told my wife, in the
letter, to go to Miss Ball's agent, Mr. Goodenow, and pay the money. My
wife is dead; she died last July, (1855). I returned from California in
64 August, 1851. My wife and family were residing on the premises in ques-
tion at the time I returned from California, and continued to reside there
until the time of her death. I never have executed more than one deed to
Miss Ball, the defendant.

65 According to the best of my recollection, Dowst signed the deed with me
and my wife, which was given defendant as security for the money. I be-
lieve it was understood at the time that Dowst put his name to that deed,
as binding himself to pay the money in case I did not; that is the way I
always understood it.

66 I have not now any interest directly, or indirectly, in the premises in con-
troversy, I sold my interest to the premises in controversy, to John M.
Hartnett, (plaintiff). I have always been ready and willing to redeem said
premises by paying the \$212 and interest thereon, since I returned from Cal-
ifornia up to the time I sold the same to plaintiff.

CROSS EXAMINATION BY DEFENDANT'S SOLICITOR.

67 I was offering to sell the premises immediately before the transaction with
68 the defendant; I was asking \$225; I might have been offering it some 2
or 3 months. I have no recollection of offering to take less than \$225 and
sell it. I was anxious to receive the money but was not anxious to sell it
beyond hopes or power to redeem it. I have no recollection of making any
69 great effort to sell it myself for \$225. The reason I did not sell it for that
sum was, I did not have that sum offered; I have no recollection of any
70 one offering me any price for it. I don't know where the defendant resides
now. She resided at the time the deed was made, as I understood it, in

Millburn, in this county, [Lake,] and was working out. I had not known
 71 her previously. The contracting was done through my father who resided
 at that time near her. My father knew that I was anxious to go to California, I think he knew some way that defendant would let me have the money
 on that land, and he wrote me accordingly; I had given him no previous instructions, but on his writing to me, I requested him to go and see defendant
 in relation to the matter, and he did so, and she came down to my place. Her brother came with her, his name I do not know; I did not consider the
 bargain concluded until the writings were made, for she backed out till
 Samuel M. Dowst agreed to pay her in case that I failed. At the interview
 72 at the house I wanted \$225; she did not want to let me have but \$200;
 we talked it over considerably; finally upon her promising to let me redeem
 it I let her have it for \$212; I told her I should want to redeem it; she
 told me that no other one should have it but me; she asked the advice of
 her brother; he said he would not give any advice about the matter, he said
 the transaction was her own, and he should have nothing to do with it; and
 I believe he got up and went out of the house. I believe the papers were
 made out that day at the Recorder's office, at the court house; I would not
 75 be positive as to the day. The interview related, was on the premises in
 question, about $\frac{3}{4}$ of a mile from the Recorder's office; I don't know as we
 came to any particular terms until we got to the office; I think we went directly
 to the office from there; will not be positive, but that is the best of
 my recollection, to give her possession of the place when she fulfilled a certain
 contract; I mean by the word "possession," title. I expected her to
 76 let me have \$212 and I was to give her a title to the place; I understood
 that to be the agreement; I mean to be understood that when she let me
 have the \$212, it was to be subject to redemption. I considered it as a
 77 loan; I consider that she let me have the money and took the place as security
 until I could redeem it, or Mr. Dowst, one or the other of us. I don't think the words, *borrow* or *loan* were used; there was talk about redeeming
 the place. All the charge that was made at the office, was by herself in refusing
 to let the money go, and be obliged to retain the place; she wanted the place
 only as security for the money, and if she thought that she was obliged to keep
 it, she did not want to let the money go; and Mr.
 78 Dowst agreed to pay the money if I did not. It was after Mr. Dowst
 commenced writing the deed, but before it was delivered, I mean to be understood
 that Mr. Dowst became my security. He said that he would pay the money if I
 failed to send it. The time fixed then, was within a year;
 80 I had not the money within the year.
 81 I relied upon her honor; I did not know whether the transaction was legal
 or not. I knew the deed was an absolute conveyance, I gave no note; Dowst
 signed the deed, I understood he put his name there for the payment
 82 of the money, if I did not, I took no writing from defendant; she gave a
 note for the remaining \$50. Dowst drew the deed and the note. I don't
 83 recollect whether Dowst was told what kind of papers to draw. When I
 came home from California, I supposed the place was my own; I supposed
 my wife had paid, but she had not; I never paid any rent for it, and did
 not calculate to; did not think that I ought to. I had sent the money to

be offered to her agent; it was offered to him; he wrote to her, and she refused it; I know its so, because her agent told me so; it was Goodenow, 84 his first name I don't know. I wrote, I think, to her once or twice about the place, something said about rent by Mr. Goodenow, but I have no recollection of agreeing to pay; I did not care whether I did or not, I had been wronged.

85 I paid taxes, but don't think it was by any agreement to apply on rent. Letter shown to witness, said he wrote it, marked "A." it might have been 86-87 a year ago; (witness explains why he wrote the letter). 2d letter, marked "B," proven. 3d letter, marked "C," proven.

89 Hartnett gave me \$200 for a quit claim deed, I am not to receive a dime more.

DIRECT EXAMINATION RESUMED.

90 I paid taxes except while I was in California, I suppose my wife paid 91 while I was gone; I have paid taxes to Dowst, referred to in letter marked "B." I paid \$60 for premises in June, 1846, I had made about \$200 of improvement; property had advanced after I purchased 100 or 92 150 per cent.; I had the California fever, and I had no means to raise the money, except to sell or pledge the place. I wrote the letters referred to because I suppose that I was entirely at defendant's mercy, as the time had 93 run out; I did not suppose I could get it, unless she would let me have it. 94 I first consulted a lawyer upon the matter, last August, (1855,) I understood that defendant loaned money at 12 per cent., I understood that, before 95 she came to my house. If I agreed to pay rent, it was to keep matters 96 quiet until I saw defendant; I hoped to get the title back. Mr. Goodenow told me that the reason defendant did not accept the \$250 offered, was that it did not amount to the principal and interest at 12 per cent., but lacked 4 or 5 dollars, statement was soon after I returned from California. In the sale to plaintiff; he was to pay defendant's claim.

98 Samuel M. Dowst's testimony on behalf of plaintiff, taken May 23d, 1856. Read.

Witness is 40 years of age; residence, Waukegan; occupation Land Agent.

99 Loaned Shatswell money, took deed absolute on its face; loan paid.

100 I know of Richard Shatswell receiving some money of Maria Ball, I think the amount was \$212; it was in the Recorder's office, in Waukegan, Illinois, about the time that the deed from Shatswell to her bears date. He, Shatswell, wished to go to California, and wished to raise money on the said three acres of land, by sale or otherwise, and as I understood, got the 101 money from Miss Ball for that purpose, (to go to California). There was a conversation in my office at the time the deed was executed, on the subject of the re-payment of the money; Miss Ball said she did not want to buy any land, she wanted 12 per cent. interest on her money, and she did not know as the land would be worth the money and twelve per cent. 102 interest. Miss Ball expressed great fears that she would not get her money back, and 12 per cent. interest; Mr. Shatswell promised to send it from California, the first money he obtained, to repay her the money and 12 per cent. interest. Miss Ball said she thought she was paying more than the

land was worth, and that it was uncertain about his sending the money back, when I told her that if he did not send the money back, I would pay the amount and 12 per cent. interest for him, upon which she said that she was satisfied, and gave him the money and took the deed.

- 103 Witness drafted the deed, at request of both parties. The value of the land at the time was from \$250 to \$300, in September or October, 1855, worth from \$1,000 to \$1,500. Richard Shatswell's wife received, about May, 1851, a draft from California, said to have been sent by her husband, for \$250 or \$253, which she placed in my brother's hands, and said that she
104 should pay it to Miss Ball, if she (Miss Ball,) would take it on the land, that was the purpose for which she was intending to use it.

CROSS EXAMINATION BY DEFENDANT'S COUNSEL.

I think all the \$212 was not paid at the time, perhaps some \$30 was to be paid to Mrs. Shatswell; Shatswell and defendant came to my office together; I think they told me to make a warrantee deed.

- 105
107 I might have signed the deed with Shatswell because I was security; I might have signed it to warrant the goodness of the title to Miss Ball; and I
109 might have signed it merely because the legal title was in me. I offered \$350 for the land 2 years ago to Goodenow. I have been Recorder of deeds, and have had considerable experience as a conveyancer.

- 110 I think the land was worth \$500 or \$600 when I offered \$350 for it. Shatswell's wife and family moved back to the premises soon after the draft was received from California, and continued in possession until the sale to Hartnett, and Hartnett is in possession now; my means of knowing it, I own the adjoining premises, and have been there as often as twice a
111 week, during the spring, summer and autumn of each year; I don't know of any person or persons, other than Shatswell and Hartnett, claiming possession of said premises, since February, 1849, except, there was a family by the name of Robinson, and another by the name of Stone, lived in the house a short time while Mrs. Shatswell and family were at her father's.

In 1849 and '50, it was a common way to secure a loan by giving warrantee deed when parties had confidence in each other.

DIRECT EXAMINATION RESUMED.

- It was not usual to take a note when loan was secured by warrantee deed;
112 such transactions were pretty common where parties were strangers to each other, about that time; I don't know by whose permission Mrs. S., occupied the premises.

- 116 Exhibit "A." Deed from Richard Shatswell to Samuel M. Dowst, describing the premises in controversy; date of deed, May 15, 1847.
119 Letter from R. Shatswell to Mr. Goodenow, (no date,) relative to taxes paid by Dowst; Shatswell writes: "I went to him with the money to pay my first tax, he told me that he had paid it, and it did not make any difference to him if I did not pay him till I could make it convenient." "I shall
120 pay last and this years taxes next Saturday." Exhibit "C." Letter from Richard Shatswell to defendant, dated Waukegan, May 1st, 1854, offered in evidence by defendant.

"MADAM—Having offered Mr. Goodenow \$400 for your place, some time ago, and not having received any answer from him, I thought I would write to you, as I am anxious to get my old home again, and I now can get the money. I will make you an offer of \$500 for the place, which I think you had ought to take, *as you promised me, if* I ever got home from California, and would pay you a fair interest on your money I should have it, and I think this is the highest you have offered—at any rate *it is all I can give and more than I ought to.*"

"Yours, &c.,

RICHARD SHATSWELL."

- 121 Exhibit "D." Letter from R. Shatswell to defendant, dated Waukegan, April 8th, 1855, offered in evidence by defendant, after mentioning the condition of the house and fence, and necessary repairs, &c., the writer says: "I expect you will let me have the place for what I offered last summer, \$500. Every one thinks I have a right to it; not only on account of the price offered, but your own agreement to let me have it when I got home, at a *fair interest*, of that I have plenty of witnesses, but do not wish to take any advantage. The fact is, I want a home for my little ones, and this seems to me more like home than any other place, and I felt bad when you was going to let Mr. Hill have it; I instantly offered your agent \$50 more, and was in hopes when I offered you what I have, being more than I could afford, I should get it at once. The money is yet ready for you, all cash down, and I hope you will write, on receipt of this, and give me an answer, and please send a favorable one."

"Yours,

RICHARD SHATSWELL."

- 122 *Deposition of Nathaniel Goodenow taken May 24th, 1856, on the part of plaintiff.*

123 Age 46 years; residence, Newport, Lake County; Occupation, farmer. I know the parties, and I know Wm. D. and Richard Shatswell; I also knew

124 Richard Shatswell's wife; she died last summer.

Defendant was at my house in 1849; she went to Du Page County in the spring or summer following; she went from there in the fall to Northburgh, Massachusetts. I suppose she lived there up to September 1st, 1855.—(Attempted to prove agency; answers evasive and not responsive.) Attempt (to prove money offered to witness as agent for defendant; answer evasive.)

125 (Attempt to prove money was offered to redeem; answers of witness not responsive.)

126 (Plaintiff objects to the evidence; witness won't remember anything. See answer to 8th and 9th interrogatories.)

127 (Witness answers continued evasive.)

127 (Answers evasive.) Interrogatory 14th. "Did you ever, by yourself or wife, communicate by letter to Miss Ball, the defendant, the offer of Mrs.

129 "Shatswell to pay \$250, or any other sum, for a title to the property in "controversy?"

"Answer: yes, I think we did,—I don't remember which one, whether "it was myself or wife;" I think we received an answer to the letter. I

130 have not the letter now; we have searched the house over and could not find it; I do not think the letter can be found.

130 Witness stated the contents of the letter as follows:—"As near as I can recollect, she, (Miss Ball,) wrote that the offer of Mrs. Shatswell would not amount to what she, Miss Ball, paid for the place and the interest. The amount of interest I don't recollect, but it strikes me as ten per cent."

131 Miss Ball is now stopping at my house; she is my cousin; she has been at my house since the first of January last, except about 4 weeks absence to Du Page County.

Interrogatory 23d. Answer evasive.

132 "Interrogatory 24th. Did or did not Mr. Parks state to you, in substance, that he came there to enquire into the matter on behalf of Mr. Hartnett, the complainant, and inform you that Mr. Hartnett was ready and willing to pay the two hundred and twelve dollars and twelve per cent. interest per annum thereon to redeem said premises." (Question objected to by defendant's solicitor.)

Answer:—"I think that was the substance of what he said; I can not remember word for word."

CROSS EXAMINATION BY DEFENDANT'S SOLICITOR.

Letter marked "A." shown to witness. I think that is the one referred to in my examination-in-chief; I heard Richard Shatswell say that she, Miss Ball, had agreed to give him the first chance to buy it; I never heard any of them claim that Shatswell had a right to redeem it.

133 (Some testimony taken, tending to show that Shatswell nor his wife had ever claimed the right to redeem until, &c.; which was objected to, because
134 it was not cross examination. This witness's testimony subsequently taken by defendant."

Defendant offered her own letters as evidence; the manner of receiving them, &c.; which were objected to.

135 There was no money shown by Parks, or any one else, at the interview with Parks, mentioned in my direct examination.

(Examination relative to renting premises, objected to as not cross examination.

137 May 31st, 1856. Direct examination resumed; nothing material elicited; mere repetition.

143, 4,
5, 6, 7 Letters of defendant to Mr. and Mrs. Goodenow introduced by defendant.

148 Deposition of Elizabeth Goodenow taken by plaintiff, May 31st, 1856, read.

149 My age, nearly 40; live in town of Newport, Lake County. Have seen Richard Shatswell a few times; some acquainted with his wife. I never
150 heard any one enquire of me the post office address of Miss Ball. I cannot say whether or not I wrote a letter to Miss Ball, on business, between her and Richard Shatswell; perhaps I did; I wrote whatever Mr. Goodenow told me to write; I generally wrote the letters to Miss Ball. Richard Shatswell's wife and his father, were never at our house together, that I
151 recollect of; I don't know when I wrote letters; I used to write two or three times a year to her.

(Answers all evasive.)

152 Dont recollect; I heard Mrs. Shatswell had received some money from
her husband, in California; don't recollect from whom I heard it; I think I
did write to Miss Ball soon after I heard it, but could not say for certain;
153 I have not seen the letter since, I suppose that I put it into the post-
office; I do not recollect what it contained, it is so many years; I wrote
154 the letter at Mrs. Shatswell's request, I think; I expect I received an an-
swer to that letter, but can not recollect. I think me or my husband received
a letter from Miss Ball, in which she refused the proposition of Mrs. Shats-
well, before mentioned; I dont know the contents of the letter; I don't
155 recollect reading it out of my own family; don't recollect mentioning the
contents of the letter to any one. (Evasive—don't recollect—can't say.)

CROSS EXAMINATION BY DEFENDANT'S COUNSEL.

156 I think Mrs. Shatswell was at our house when she made the request; I
can't say for certain; I think she spent an afternoon at our house about
157 that time; I believe it was \$250 that Mrs. Shatswell said she was willing
to pay Miss Ball; she did not say anything about redeeming the place, she
158 wanted to buy it back; Mrs. Shatswell did not say that she wanted to buy
another place in case she did not get her old place back; William D.
159 Shatswell was not there that afternoon; I think Mrs. S. requested me to
write twice.

162 Mrs. Susan Sluman's testimony taken, ON PART OF COMPLAINANT, MAY 29th.
1856.

163 Age, 66 years; residence, Waukegan, Lake County; am acquainted with
plaintiff and defendant, and Richard Shatswell; Richard Shatswell left for
California 7 years ago the 22d day of last month; Richard's family were at
164 my house, in Millburn, in this county, when he left; they resided at my
house 19 months after he left; Mrs. Shatswell received the first letter from
her husband the last of May, or forepart of June, of the year following
the year he left; my means for knowing are, that I went to the office and
got the letter myself; she received the second letter in October, the same
year, being October 1850. The second letter contained \$350; it came in a
165 draft. I have had a conversation with Miss Ball upon the subject of Rich-
ards having a right to redeem the place that he conveyed to her, to get
money to go to California, as near as I can say, as many as six times. The
first conversation was up at Robert Strangs, when I got the first letter from
Richard to his wife. The defendant was then living at Strangs, and Strang
was the post-master. The last conversation was at my house, in or about
July the same year. When I got the first letter, I held it up in my hand,
166 said I, "Miss Ball, if there is good news in this letter, will you let my child,
(Mrs. Shatswell,) have her house back again." She said, "yes, if there was
any good news, she should have her house back again by paying a reason-
able interest." Miss Ball did not state what she intended to do with the
land, in any of the conversations. By "good news," I expected there
would be money in the letter; I expected Richard would send money to
redeem the place. The reason I had for supposing that he would send
167 money to redeem the place, because it was the last words he said, on the steps
of the door, as he left home, that he would send money to redeem his place

back again. She always expressed a desire to have the place redeemed. She said she did not want it; she always said that she thought that he would send the money back to redeem the place, and she hoped he would.

168 Richard's family left my house about the last of October, 1850. They went into the house where they moved from, being the premises in dispute.

CROSS EXAMINATION BY DEFENDANT'S SOLICITOR.

She said that she had this money by her; I took it from what she said, that she was a very close woman, and that she would rather have land than to let her money, it was safer; I don't believe she would have loaned her money at any rate; I never knew *them* to be willing to lend money. Mr. Goodenow, Miss Ball's relation, gave her leave. He came over to my house, or she went there. I can not tell which, when Mrs. Shatswell got the

170 money, and he, Goodenow, was perfectly willing for her to move down and occupy the place, I did not know on what terms. There was no rent mentioned. She calculated to pay the money and get her place back.— There was a tenant in the house then by the name of Stone. Mrs. Shatswell came down and told him she wanted to move in, and he immediately moved out.

DIRECT EXAMINATION RESUMED.

Miss Ball always said that she was perfectly willing, and anxious, that

172 Mrs. Shatswell should have her place. She said, all she wanted was the principal and reasonable interest. I don't know—I could not say what constitutes a loan of money.

174 *The deposition of Edwin Ball, taken on the part of Defendant, commenced on the 14th day of June, A. D., 1856.*

175 My age is 49 years; occupation, farmer; residence, Boone County, Illinois. I once knew Mr. Hartnett. Am well acquainted with Maria Ball; she is my sister.

Interrogatory 3d. "Do you know Richard Shatswell, if so, how long have you known him?" Answer:—"I knew him *at the time my sister bought the place*. I had seen him a few times; don't know as I should know him now." (So much of answer as not responsive objected to.)

176 Interrogatory 4th. "About how many years is it since you knew him?" Answer:—"It was in 1848 or 1849, am not positive, it might be 1850." My sister was at that time in Lake County, Illinois, at, or in the neighborhood of Nathaniel Goodenow's. She lived at Mr. Strangs a part of the time, in that neighborhood. She was here, and had been here, and at Du Page County, for four or five years. She made it her home, principally, at Nathaniel Goodenow's, after she left Du Page County.

Interrogatory 7th. "What was she engaged in while in this county, in 1848 and 1849?" Answer:—"Well, she went out to work doing house

177 work, so far as I know." I resided most of the time *that* season at Mr. Goodenow's. I took some land and carried it on; was traveling about a part of the time.

Interrogatory 9th. "Were you present during the making of a contract between Richard Shatswell and Maria Ball, concerning a three acre lot of land, near Waukegan, in February or March, A. D., 1849?" (Objected as leading.)

Answer:—"I was present when there was a contract made, and I presume that was the date." My sister wanted me to carry her down to Mr. Shatswell's house, the premises *she bought*, and I having a horse and wagon, I brought her there."

178 Mr. Shatswell, his wife and children, resided on the premises at the time. I expect that Shatswell and my sister knew each other before, how much acquainted they had been I could not say. "It had been reported that
179 Shatswell had offered his place for \$200, and when we got there, he said he could not sell it for that, or that his wife would not sign the deed, and he wanted \$225 for it, but finally concluded to take \$212 or \$212 50. They divided after they had talked it over. He went to Mr. Dowst to get a deed made out, and we went up to the Court House, myself and sister, after Shatswell went there; was no talk about borrowing or lending any money; my sister had no money to lend, I could not say that she had five dollars by her."

180 I did not take any particular interest in the matter. I told her I thought that was all it was worth; and that if she concluded to take it, she might finish the bargain or close the bargain—I left it with her to decide; I did not dictate to her. I think I was present until the bargain was closed. I do not know as Shatswell expressed any desire to borrow money of my sister; she went there to buy his place, and not to lend money; I do not recollect as there was any conversation about borrowing or lending money; "the talk was about buying and selling;" I could not say but what Mr.
181 Shatswell might have said that if he could borrow money, he would not sell his place, but I don't recollect of his saying so.

Interrogatory 22d. "Was there any thing said on the subject of Shatswell's redeeming the place or not?"

Answer:—"I did not hear any such bargain made." (Answer objected to.) "I do not recollect as there was" any thing said on the subject of Shatswell's redeeming the place; "I think that if he had expressed it in any strong terms that he wanted to redeem, I should remembered it."

182 Interrogatory 25th. "I want to know whether you have or have not, a reliable recollection of what did occur between Shatswell and your sister, on that occasion?"

Answer:—"My recollection is reliable so far as I recollect; I know she went there and bought the place." (Plaintiff objects to answer.)

183 He wanted the money to go to California very soon, and she paid most of it to him down; I don't know as there was any more definite terms agreed
184 upon; I did not advise my sister, I told her to do as she saw fit; I could not say how much money my sister paid him then; I think she paid him more than a hundred dollars that day, and the rest as soon after as he wanted it. I let her have somewhere in the neighborhood of a hundred dollars;
185 I went afterwards to Du Page county and collected some money for her, and she borrowed some "of a man that lives up here in Lake county, besides

what I let her have;" I charged her 6 per cent.; she paid me after we went
 186 east, the next October, I think. She had money due in the east for work,
 it was not loaned money. I do not know as my sister had been loaning
 or offering to loan money; I think, probably, I should have known it if she
 had been loaning money to any extent; I did not consider her wealthy, she
 187 might have been worth then, perhaps, about 3 or 400 dollars; she has resided
 in Massachusetts since October after the transaction with Shatswell.
 188 I did not hear Shatswell say anything about redeeming the land; I have
 no recollection of Shatswell's mentioning that he would redeem the land
 189 during the trade; I consider she paid a fair price for the land.

CROSS EXAMINATION BY PLAINTIFF.

190 The first time I was ever in Illinois was in 1835 or 1836. (Sundry
 cross interrogatories to best recollection of witness.)

191 My business here was, I took some land to carry on; I worked out some
 by the job, and some by the day, and I traveled around some; I don't recollect
 192 what year my sister came to this state. (Recollection of witness tested.)

193 I boarded at Mr. Goodenow's most of the time when here; had a family
 194 at the time in Massachusetts; have resided in Massachusetts until May,
 1855, since that time, have resided in Illinois.

195 Resided in Winnebago county until forepart of November last, then went
 to Boone county; I worked out among the farmers in Winnebago county
 some, helped load grain at the station some, and traveled about some.

My family were with me at Winnebago county; I have a wife and seven
 197 children; I now reside at Poplar Grove, in Boone county. My sister told me
 once before Mrs. Shatswell died, that I might come out and reside in the
 house on the land in question; I do not know as she ever said any thing of
 the kind to me before that time; I think Mrs. Shatswell died something over
 a year ago.

198 Cross interrogatory 37th. "State if you know the object of your sister,
 the defendant, in purchasing the land in question?"

Answer:—"She thought she wanted to buy a lot here and he wanted to
 sell it, she thought she might come here and live on it some time, that is
 as I understood it."

My sister is 50 years of age; I think she was never married; I do not
 know as she ever carried on any business except to go out to work at house
 work and nursing; I think I should have known it if she had.

199 Cross interrogatory 42d. "You say, in your answer to the 9th direct
 interrogatory, that you was present when a contract was made between
 Richard Shatswell and your sister:—did you at that time learn from them
 that there had been any thing said to her before, on the subject of letting
 Shatswell have money to go to California?"

Answer:—"I did not learn of any thing being said about letting him
 have money to go to California, no otherwise than buying his place." There
 was something said about Shatswell's going to California. I don't recollect as
 there was any thing said about his sending money back from California, at
 that time.

200 Cross interrogatory 45th. "Can you say, under oath, that there was not?"

Answer:—"I think there was not." I heard Shatswell's father say Richard wanted to get money to go to California, I heard her folks say the same; I think my sister talked on the subject some days before we went to Waukegan; I don't know as she had a conversation with Shatswell's father before that time.

202 (*Evasive answers to interrogatories.*)

203 (*Evasive answers to interrogatories.*)

204 The conversation that I had with Richard's father was at Mr. Goodenow's house, or about his house; can't say whether my sister was at Mr. Strang's or Mr. Goodenow's at that very time; I do not recollect as there was any thing said about my sister's selling the land back to Richard.

205 There might have been conversations between my sister and Richard that I did not hear.

In the fall of 1850 my sister and I were in Massachusetts; we resided in the same house most of the time; I think I heard her say that Shatswell had sent money from California, and his wife wrote to her about the place; I think my sister stated how much Mrs. Shatswell stated she would pay her, my sister thought it was not enough, I believe, I don't know as I ever heard her say how much it lacked of being enough; I don't know as I heard the letter read containing the proposition of Mrs. Shatswell; my sister was not in the habit of consulting me on matters of business; we have always been on terms of friendship.

209 I do not know as she ever made arrangements to move into the house and occupy it herself. At the first meeting between Richard and my sister, nothing was said about conversation with Richard's father; from what I saw and heard between them, they had had no previous conversation on the subject; I don't recollect as Richard's father was mentioned on the occasion; I can't say who spoke the first word, or how the conversation commenced; I do not know as my sister ever negotiated for any other real estate in Lake county, never heard her talk of investing money before that time in Lake county, in real estate. There was money paid that day, can't say how much, there was over \$100: I could not swear that \$212 was paid that day, less \$50 to be paid to Richard's wife, or not; I did not have the papers; my sister did not state when she expected to get the money; Mr. Dowst drew the writings.

214 I do not know as I saw the deed signed; Mr. Dowst wrote the deed at the Court House; I know that Mr. Dowst signed the deed because I saw his name there; I carried the deed to the office to be recorded, I then saw his name there, I don't know as I have seen it since, I could not say whether that was the first time I saw his name to the deed or not; I left the deed at the office the same day it was executed, to be recorded; my sister gave the deed to me in the Court House to get recorded; I delivered it to Mr. Dowst for record; I think my sister was not with me at the time; I delivered it for record—not in the room; I do not know as we were in the room when it was executed: when I received the deed from her to get recorded, (as to location of room where deed was executed and left for record,) I could not say whether it was left for record in the same room that it was executed or not.

220 I think I have seen the deed in question since the commencement of this
 suit; I paid one dollar to Mr. Dowst for recording deed; can't say who paid
 221 for drawing the deed; have not talked over the subject of this suit with my
 222 sister considerably since it was commenced; talked it over twice last winter;
 I saw her and talked about the suit, and I saw her the other day and talked
 about it.

I conversed with her last winter up to Mr. Goodenow's; I have had no con-
 versation with Messrs. Frazer & Clarke (defendant's counsel) about what I
 223 was to testify to; never heard my sister express any fears that she would
 not get her money back, I think I should have recollected it if she had ex-
 224 pressed much fears; I did not hear her say, in Dowst's office, at the time the
 time the deed was made, that she did not want the land; I don't recollect
 as I heard any conversation between Dowst and my sister on that occasion;
 225 I do not know as my sister made any arrangement to go on to the premises;
 I suppose my sister did not care much about getting married, I don't recol-
 lect as my sister said any thing to me on the subject of her getting married.

226 Shatswell and my sister might have made a bargain, giving Shatswell the
 privilege to redeem, and I not heard it; know something about it, I walked
 228 over the premises; my sister was in or about the house at the time; I think
 it was more than \$100 that I let her have, can't say exactly how much, it
 might be 125, 130, 140, or 150 dollars; I can't say exactly how much, be-
 cause I do not recollect; she had the balance of the money with her, she
 229 took the balance of the money from her pocket, or somewhere else; I don't
 know how much money she took her from her own pocket; I don't know
 whether she took more than \$25 from her pocket, I am not sure, I can't say;
 Dowst counted the money paid on that occasion I think,—I think I gave
 230 the money to Dowst,—I think I counted the money before I handed it to
 Mr. Dowst, I can't recollect, it was a good while ago.

231 (As to recollection.)

232 My sister refunded the money to me the next fall after; I could not tell
 exactly the amount.

233 (As to recollection.)

234 My sister allowed me six per cent. interest; she gave me a note for the
 money.

(As to recollection.)

235 I don't know as I ever advised my sister not to accept the money offered;
 I have stated to my sister what I could swear to in this case; never made
 236 such statement to any one else; I have never dealt in real estate in or
 about Waukegan; never negotiated for, or thought of buying any; I think a
 man residing here and being in real estate business, *might* be a better judge
 237 than I; I don't know as my sister has ever had any interest in any other
 real estate.

DIRECT EXAMINATION RESUMED BY DEFENDANT.

238 I think I might have been out of the hearing of my sister and Shatswell,
 239 from 15 minutes to half an hour,—could not say exactly; I think Shatswell
 241 proposed \$212; I understood Mrs. Shatswell's offer was an offer to buy it back
 again.

245 I could not say whether the bargain was agreed upon before I went out,
 or after I got back.

248 *Deposition of Nathaniel Goodenow, commenced December 3d and continued to
December 26th, 1856.*

249 My age is 46 years; occupation, farmer; residence, Newport, Lake county,
Illinois; acquainted with parties; known Hartnett about 10 years; have
always been acquainted with defendant,—probably 40 years; I am the
Nathaniel Goodenow whose deposition was taken on behalf of plaintiff in
this case. Since February, 1849, I have resided where I do now, it is about
250 10 miles from Waukegan; in February and March, 1849, defendant made
her home at my house; she went to Waukegan about that time, her brother
251 Edwin Ball went with her, (witness testified to defendant's own statements,
which is omitted); Miss Ball had been stopping at my house some two years
before the transaction with Shatswell; I don't remember the number of
years; I don't know how much ready cash the defendant had at the time,—
252 I think I should have known it, if she had much money; I did not know of
her having much money; I don't remember of knowing that she had any
253 money; she lent me about \$12 once in Du Page county; I don't know of
her lending to anybody else, or offering to lend money to any one; she is
my cousin; she was here 4 or 5 months after the transaction with Shats-
well, then she went to Du Page county; I understood she went from there
sometime in the fall, to Massachusetts; staid there until about one year ago,
(after filing the bill in this case).

254 I recollect Mr. Butrick settling with me for some rent of the place which
was laid out on the house; I received 2 barrels of Shatswell worth \$3; Mrs.
Shatswell rented the place of me; there was no time set; she was to pay
255 \$25 per year. Mrs. Shatswell continued to occupy the premises until her
husband came home from California; Richard Shatswell continued to reside
on the premises; he built a back-house and shop; I went to settle with him
at one time, and he reckoned up every thing what the back-house and shop
came to, and some tax receipts that he had paid, and there was still some-
thing due, I think about 30 dollars; I went to see him a number of times
256 about the rent; do not recollect whether it was before or after that, that I
received the barrels; he told me he would pay it; he never made any claim
of right to occupy the premises free of rent, to me; I acted as agent for Miss
257 Ball; witness says he paid road taxes, and presents a (objected to) receipt,
dated September 26th, 1855, for 45 cents, signed "A. B. Botsford, deputy
overseer" (*bears date after Bill filed: no such office*); Richard Shatswell also
offered me some fruit trees towards the rent, one time he offered to pay in
barrels.

258 Interrogatory 31st. "State whether or not after Shatswell returned from
California, he had any interviews with you, in which a re-purchase of the
premises by him was spoken of, and if so, state as fully as you can remem-
ber, all that he said at such interviews?"

Answer:—"Yes, I have heard him speak of it, that she agreed to sell it
back to him, or something of that sort; I recollect once at my house, that
he said that she was to give him the first chance to buy it, or something
like it; he said he thought he could get his father to sign a note with him;
that he would not ask her to give him a deed until it was paid; do not rec-
ollect the price or amount that he would give; it was in the neighborhood of

three hundred dollars, as near as I can remember; at one time he wished me to call on Mr. Gray, (*Gray's deposition was read in evidence after the cause was submitted,*) he thought that Gray would like to buy it; Mr. Hill
 259 was trying to buy it; Shatswell said that Miss Ball agreed to give him (Shatswell) the first chance; I never heard Shatswell say he borrowed money of Miss Ball.

CROSS EXAMINATION BY PLAINTIFF'S SOLICITOR.

Never asked Miss Ball how much money she had, don't remember that she ever told me how much money she had.

260 I recollect it was said Mrs. Shatswell received money from her husband in California,—I think Mrs. Shatswell told me so; it was after she received
 261 the money from California, that I rented the place to her in the manner stated in my direct examination.

Cross interrogatory 9th. "Do you not know that Mrs. Shatswell removed on to the place, immediately after making the proposition to Miss Ball, to pay her \$250 for a title to the place back, which proposition you have before testified, was submitted to Miss Ball by letter, written by yourself or wife, and that she removed on to the place with an expectation that Miss Ball would accept the money and deed the place?"

Answer:—"I should think it not a great while after that proposition, that she, Mrs. Shatswell, moved on to the place; cannot say how long, she might have expected that Miss Ball would take the money, but I do not know."

Cross interrogatory 10th. "Was it not the understanding between yourself and Mrs. Shatswell, that if Miss Ball did not accept the two hundred
 262 and fifty dollars and deed the place back, that she, Mrs. Shatswell, was to pay twenty-five dollars a year rent for the place?"

Answer:—"Yes, that was the understanding, that is the renting by Mrs. Shatswell mentioned by me in direct examination. (Don't remember.)

263 (Don't remember, can not swear positively, &c.)

264 I have some feelings in the case, I would rather Miss Ball would prevail; I have taken an active part in the case; I came with defendant to consult and employ counsel in the case; I have had some conversation about this suit since it was commenced.

265 (I don't remember.)

DIRECT EXAMINATION RESUMED BY DEFENDANT.

I have no personal ill feelings towards Hartnett.

267 *Deposition of Benjamin W. Barnes, taken December 23d, 1856, on part of Defendant read.*

268 My age is 45 years; residence, Newport; I know the parties named; I
 269 had a conversation with Richard Shatswell about three or four weeks after his return from California, being the first time I saw him after he came back, he told me that he sold the lot out and out, and from what he had heard since he came back, he supposed that he could buy it back, but that he did not want to; thought he could do better with his money; we had other conver-

sations about his buying another farm, but nothing further that I think of in relation to this question; Miss Ball lived about 40 or 50 rods from me, 6 months or a year before the transaction with Shatswell; I never knew her to have any money to loan or offer to loan money.

CROSS EXAMINATION BY PLAINTIFF'S SOLICITOR.

270 No one was present during the conversation with Shatswell; it com-
271 menced before my gate, I think, I went a mile with him; my impression is,
that Shatswell's family at the time was in Waukegan; in what house I do
not know; I know of Shatswell's wife living on Madison street in Wauke-
gan, which was not on the premises in controversy; it was during Shats-
272 well's absence to California; I think it was over a year after he left; I asked
him directly whether he had sold his place; *I asked him for the purpose of*
273 *drawing out of him whether he had any money* to buy a place; I told Mr. and
274 Mrs. Goodenow what Shatswell said to me; Mr. Goodenow has spoken about
275 it since, we have spoken about it once or twice; I have expressed an
opinion to my neighbors about what would be the result of this suit;
277 *Shatswell pretended to have money at the time of the conversation referred to.*

279 *Deposition of Robert Strang, taken by Defendant, taken December 23d, 1856.*

280 My age is 41 years; occupation, farmer; residence, town of Antioch, Lake
county; I know the parties; Miss Ball worked for me in 1849,—she was
hired as a servant to do house-work,—I paid her twelve shillings per week;
281 she left my house in July, 1849; she went from my house to Mr. Goode-
now's, where she made her home; I believe she did not remain in this part
of the country,—she left I believe in about a week after she left my house;
282 I don't know as she was at my house or in the neighborhood in 1850; I was
post-master at Millburn, in 1849 and 1850; I knew Richard Shatswell and
his wife in those years; I believe there was letters received from Shatswell
to his wife at my office; it is a hard question to state the time the first was
283 received; I would not think they got any; to my knowledge Miss Ball was
not at my house when any such letter was received; I never heard Miss
Ball and Mrs. Sluman converse about a certain lot near Waukegan; Miss
Ball was working at my house, immediately before, and immediately after
284 the transaction with Shatswell; Shatswell offered the place to me for \$300
in the spring of 1849; I don't know as there was any conversation between
Shatswell and Miss Ball on the occasion that he offered it to me; I don't
know from whom Miss Ball got the money for Shatswell; she got some
285 few dollars of me to pay a note belonging to the transaction, but of whom
she got the main part of the money, I don't know; I do not know as she
ever loaned money; Shatswell had no conversation with me about the trans-
action with defendant before he left for California; he did not speak on the
subject with me.

CROSS EXAMINATION BY PLAINTIFF'S SOLICITOR.

286 I do not know of any letter having been received at my office addressed to
Mrs. Shatswell from her husband during the time that Miss Ball lived there.

I know of one from Andrew Slewman her brother.

Cross interrogatory 4th. "Have you at any time heard Miss Ball say any thing upon the subject of selling the place back to Shatswell if he succeeded well in California?"

287 Answer:—"It seems she spoke something about that;" I think it was in March, 1849 Miss Ball commenced work for me, can't tell the day of the month; I never heard her say any thing on the subject of going on to the place while
288 at my house; I heard of money being sent back from California, I did not know what it was for.

DIRECT EXAMINATION RESUMED BY DEFENDANT'S SOLIC'R.

289 Interrogatory 1st. "Please state as fully as you can remember all that Miss Ball said about selling the place back to Shatswell, if he succeeded well in California."

Answer:—"Well, I don't know as I heard her say any thing in particular about selling the place back, *she spoke something about she did not care for the place*, but I can't recollect any thing definite about it; I asked what she was going to do with it, we were talking in the family, she said that she could not live there alone, that she would rent it."

293 *Deposition of Hiram Butrick taken on part of Defendant, December 22d, 1856.*

294 Age, 44 years; residence, Waukegan; occupation, farmer; have known Hartnett and Shatswell 12 or 15 years; am not acquainted with Maria Ball;

295 I am acquainted with the land in question. Richard Shatswell resided on the premises in question until about March, 1849, when he went to California, his family resided there a short time afterwards; I don't recollect how long they remained there after he left. John Robinson next resided on said premises; Robinson occupied about eleven months. I reside about 30
296 rods from the premises. I let the premises to Robinson for twenty-five dollars per year; the rent was laid out in repairs on the house. Mrs. Shats-
297 well and family were at her father's, Andrew Slewman's, at Millburn, Lake county, while Robinson lived there, distance about 10 miles. I let the premises to Mr. Stone next; I could not tell how long Stone occupied, from my own knowledge, for I was not here when he left. Richard Shatswell's family next occupied and Shatswell after he came from California. Next plain-
298 tiff occupied. I do not know by whose leave Shatswell's family occupied the premises; I do not know on what terms Shatswell occupied; I do not know as Shatswell agreed to pay rent.

299 CROSS EXAMINATION BY PLAINTIFF'S ATTORNEY.

300 Mr. and Mrs. Goodenow exhibited no authority in writing to control the premises; I do not know as they had any authority; I do not think Richard Shatswell's family kept house at any other place than on the premises; I don't know of any one coming there and disputing Mr. Shatswell's right to reside on the premises up to the sale to John M. Hartnett; I did know
301 Nathaniel P. Dowst in his life-time; it will be two years the forepart of next month since he died.

DIRECT EXAMINATION RESUMED BY DEFENDANT'S ATTY.

Shatswell had five children at home when he went to California, the eldest about 12 years, and the youngest about 2 years old; Shatswell had household goods to keep house with, I saw no furniture after Mrs. Shatswell left;
 302 I do not think there was any key; I don't know as Miss Ball claimed the premises.

305 *Examination of Thomas Hill, December 31st, 1856, on part of Defendant.*

306 My age is 48 years; occupation, farmer; residence, Newport, Lake county, Illinois; I have seen parties and Richard Shatswell, but not much acquainted with any of them. "Well, I guess I know" where Maria Ball was in the spring and summer of 1849; I have seen her when I was into Mr.
 307 Strang's; she borrowed a little money of me, can't say when it was, nor how much, five, six, seven or ten dollars; did not keep the money long, five,
 308 six or seven months; might be 2 months; I do not know what she got the money for.

310 *Deposition of Elizabeth W. Goodenow, taken January 29th, 1857, on part of Defendant.*

311 My age is 40 years; residence, Newport, Lake county, Illinois; am acquainted with parties and with William D. Shatswell. I remember Miss
 312 Ball's coming to Waukegan with her brother Edward; I don't think William D. Shatswell ever came to my house to see Miss Ball about money for Richard; I never heard him say any thing to her about the lot of land; Miss Ball was living at Robert Strang's.

313 CROSS EXAMINATION BY PLAINTIFF'S ATTORNEY.

William D. Shatswell lives about half a mile from us; was intimate in the family; came there once in two or three weeks on an average. It is so long ago I can not tell; I can not tell what was said at all of the occasions
 314 that he was at our house in 1849; he used to talk sometimes about his sea voyages, and about his work, and one thing and another. Robert Strang lived about a mile from our house; Miss Ball came to our house once in two or three weeks, I should think; I feel some interest about this suit;
 315 we have had some conversation about this suit in the family, can't say how often; after we were subpoenaed, we talked it over every day until we came here.

Cross interrogatory 12th. "Did you ever say to William D. Shatswell or any member of his family, that it was a pity Mrs. Shatswell did not offer Miss Ball a few dollars more money, or words of similar import?"

316 Answer:—"I do not recollect ever saying anything of the kind."

Cross interrogatory 13th. "Can you swear positively that you never said any such thing?"

Answer:—"I can not."

Cross interrogatory 14th. "Can you swear that you believe you never said any such thing?"

Answer:—"Should not like to, I could not."

- 318 October 8th, 1857. Cause submitted and taken under advisement.
- 320 October 9th, 1857. Time extended until next term for defendant to file his Bill of Exceptions to ruling of Court.
- 322 February 11th, 1858. Ordered that R. M. Gray's testimony be considered this day filed.
- 326 *Deposition of Russelas M. Gray, taken in Kansas, February 28th, 1858.*
- 327 My name is Russelas M. Gray; age, 33 years; my present occupation, carpenter and joiner; during the years 1852, 1853 and 1854 I resided at
- 328 Waukegan, Lake county, Illinois; I am acquainted with Richard Shatswell, have known him about ten years; I know the premises upon which Richard Shatswell resided since his return from California, the said premises are situated north of Waukegan about half or three-fourths of a mile from Waukegan; I think he has resided thereon from five to 8 years; I had a conversation with Richard Shatswell about purchasing the premises of him in the
- 329 year 1852, 3 or 4, but my best recollection is that the conversation occurred in the year 1853; in that conversation he told me that the premises belonged to him; that he had loaned money of Maria Ball and was to pay her twelve per cent. per annum for the use of it, and as security made over the premises to her by deed; that he was to have the privilege of redeeming the premises on his return from California, by paying her the principal and twelve per cent. per annum interest; he told me that his object in disposing of the premises to me was to procure money to redeem the premises; that if he could sell the premises for what they are worth he could and would redeem them with part of the money and keep the balance; he said his object was to save himself and have something left; he offered the premises to me for nine hundred dollars, (\$900); I think he told me the incumbrance above mentioned was about \$300.
- 332 February 11th, 1858. Final decree entered, dismissing plaintiff's Bill, with cost.

ASSIGNMENT OF ERRORS.

1st. The Court erred in dismissing Plaintiff's Bill.

2d. The Court erred in not entering a decree giving Plaintiff a right to redeem by paying the \$212 and interest.

PARKS & HAINES,
Attorneys for Plaintiff.

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John M. Hartnett

vs

Maria Ball

Filed April 25, 1859

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