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State of New York
City & County of New York } ss.

On this thirtieth day of June A.D. 1855. before me personally appeared Jane E. Wright, to me known to be the real person described in, and whose name is subscribed to the above instrument, and she acknowledged to me that she executed the same for the intents and purposes therein mentioned—

Matthias Banta. Com.r of Deeds—

Rec'd 1855 of Ogden Jones & Co. Two Thousand, six hundred dollars for Mrs. Jane E. Wright

S. Frink—

130. Atty for Jane E. Wright—

"Rec'd July 19. 1855. from Ogden Jones & Co- the sum of Sixteen thousand, five hundred and Eighty one dollars, and three cents, for Mrs. Wright—

S. Frink,

Atty for Jane E. Wright

Assignment of Contract by John Bradley & A. Hyatt Smith to Mahlon D. Ogden

Know all men by these presents, that we, John Bradley of Burlington, Vermont, and A. Hyatt Smith of Janesville, Wisconsin, in consideration of one dollar to me in hand paid, by Mahlon D. Ogden of Chicago, Illinois, Trustee of the Chicago Land Company, the receipt whereof is hereby acknowledged, have assigned, transferred and set over, and by these presents, do assign, transfer and set over unto the said Mahlon D. Ogden, Trustee of said Chicago Land Company, his heirs and assigns forever, a

right, title and interest in and to all the lands
right, title and interest in and to all the lands
described in a certain contract between William B.
Ogden for himself and others, and John Bradley an
A. Hyatt Smith, bearing date November 10th 1852
and recorded in the Recorder's office of Cook County
Illinois, November 19th 1852. in Book 850 of Deeds, pa
293 together with all rights, which we may have u
der and by virtue of said contract.

Witness our hands and seals this Sixth day of
April, A.D. 1855.

John A. Cutler, as to
John Bradley.
Hamilton B. Doy, as to
A. Hyatt Smith.

John Bradley (seal)
A. Hyatt Smith (seal)

131. State of Illinois }
Cook County } ss.

I, Franklin Hathaway, a Notary Public
in and for the Town of North Chicago, in the said
County and State, do hereby certify that John A. Cutler,
to me well known to be the same person whose name a
pears as a subscribing witness to the foregoing assign
ment, came before me this day in person, and be
ing hereby me first duly sworn, did depose and sa
that he resides in the city of Chicago. that he
personally acquainted with John Bradley, one of
the signers of the foregoing assignment, and that
he heard the said John Bradley acknowledge that
he had executed the said assignment for the use

and purposes therein set forth— and that thereupon, he, the said Cutler, affixed his name thereto as a sub scribing witness, in the presence and at the request of the said John Bradley, and further saith not—

Witness my hand and notarial seal this Seventh day of April, A. D. 1856

Franklin Hathaway, Notary Public

(Seal)

State of Illinois }
Cook County } ss.

On this Twenty-sixth day of March A. D. 1856. before me, a Notary Public in and for the Town of North Chicago, in the said County and State

1332. personally came Hamilton B. Doy, to me well known to be the same person, whose name is affixed to the annexed and foregoing Instrument, as a subscribing witness thereto, and having been by me first duly sworn did depose and say that he is personally acquainted with A. Hyatt Smith, one of the signers and sealers of the foregoing assignment— that the said A. Hyatt Smith did execute, sign and seal the same in his presence, and did also acknowledge the same to be his free act and deed— and that thereupon he, the said Doy did affix his name thereto as a witness to such execution by the said Smith— in the presence and at the request of said A. Hyatt Smith, and further saith not—

Witness my hand and Notarial Seal—

(Seal)

Franklin Hathaway—

Notary Public—

Deposition of John Bradley.

State of Illinois }
Cook County } ss.

I, Edward N Smith, a Notary Public duly commissioned and qualified, for the City of Chicago, in said county and State, do hereby certify that on the eighteenth day of February, A. 1858. I caused John Bradley personally to appear before me at my office in Chicago, to testify on the part of the Complainants, in a certain cause now pending and undetermined in the Circuit Court of Cook County, on the Chancery side thereof, wherein Charles Butler, John P. Chapin, Walter S. Gurnee and Mahlon D. Ogden are Complainants, and Allen Robbins is defendant, and the said John Bradley was by me first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the cause aforesaid, and thereupon the said John Bradley did depose and say as follows—

139.

Interogatory 1st— What is your age, residence and occupation?

Answer— I am fifty eight years of age, next May— My residence is Janesville, Wisconsin— I have been building railroads for the last eight or ten years—

Inter 2— Do you know the parties to this suit, and how long have you known them?

Answer— I have known them six or eight years

Inter. 3rd "- State whether or not you purchased any real estate from William B. Ogden, on or abo the 10th " of November, A D. 1852. or had any con versation with said Ogden relative to the sale o any real estate -

Answer - I had a conversation with Mr. Ogden in the month of June 1852. about the purchase of certain real estate - other parties at that time had the refusal of it, at a sum near a hundred thousand dollars - I agreed with Mr. Ogden tha in case the other parties did not take it, that I would take it at a hundred thousand dollars for
134. the Chicago Land Company - The terms of payme agreed upon were one fourth cash, and the bala in one, two, and three years, with interest at six per cent. per annum payable annually - the co tract was reduced to writing, on or about the tenth of November, in the same year -

Inter. 4th "- What real estate, if any, was so purch ed or talked of, where situated, and what was t price agreed upon for the same, and for whom and what purpose was the same purchased.

Answer - It was all the unsold property in Chi ago, in Wights Addition, belonging to Allen Robb William B. Ogden and James C. Marshall, Truste of Jane E. Wight, and is particularly described in contract made between myself, A. Hyatt Smith and William B. Ogden, on the tenth or eleventh

day of November A. D. 1852. Mr. Smith and my-
self took the contract for the Chicago Land Com-
pany, and so expressed it to Mr. Ogden, who fu-
ly understood it— The remainder of this interroga-
tory has already been answered in my answers to
previous interrogatories— The contract now shown
me is the original contract, and the signatures
thereto are in the handwriting of William B. Ogd
myself and A. Hyatt Smith—
(The paper refered to is marked by me A. M. a
the parties agree that it shall have the same
effect upon the trial as if hereunto attached—

E. N. Smith—

Notary Public—

135.

Interrogatory 5th (objected to and withdrawn)
Int. 6th— State fully the particulars of all negotiation
that took place between you and Allen Robbin
defendant in this case, relative to the purchase o
sale of the real estate refered to in answer to
Interrogatory 4— Did you converse with said Rob
bins, and if yea, what was said by each of you?
Answer— I had been endeavoring to get Mr. Ogde
to take less than a hundred thousand dollar
for the property, which he refused to do, and
suggested that Mr. Robbins was in the City, an
that I might see him upon the subject— I calle
on Mr. Robbins, mentioned to him that I had
been talking with Mr. Ogden, about the purchase o

the property, and am not sure whether I took a note from Mr. Ogden to Mr. Robbins, or not— I offered Mr. Robbins twenty five thousand dollars for his interest, being, I think, one third, which he declined— I then asked him to give me the lowest price and best terms on which he would sell his interest— He gave me as his price the thirty of a hundred thousand dollars, payable a quarter down, and the balance in one, two and three years and interest annually at six per cent. I went back to Mr. Ogden and agreed to take the entire

136. property at the price and upon the terms mentioned in my reply to interrogatory 3rd as those on which I actually purchased—

Int. 7th— Did said Robbins put any estimate upon the value of said real estate, and what was that estimate?

Answer— He put no other estimate on it, than he said he thought it was worth a hundred thousand dollars—

Int. 8— Did Allen Robbins say anything in your presence in reference to William B. Ogden's connection with said property? if yea, state what he said—

Answer— I got the impression both from Mr. Ogden and Mr. Robbins, that Mr. Ogden had the power to sell, and I also saw the contract in the hands of Mr. Ogden— (Objected to)

Cross Examined—

1st Cross Inter— Are you a member— a stockho
er, or interested in the Chicago Land Company?
Answer— I am not—
2nd " Cross Inter— Is not the Chicago Land Co
pany indebted to you?
Answer— No sir—
3rd " Cross Inter— Is it not liable in any event o
contingency, to pay to you any debt due from other
persons?
Answer— No sir, I am not aware that they are—
4th " Cross Inter— Is it not under any contingent pe
cuniary liability to you, of any sort whatever?
137. Answer— It is not—
5th " Cross Inter— Were you ever, and if so, down to
what time, a stockholder in said Company, and
if you ceased to be, at what time, and under what
circumstances?
Answer— I was once a stockholder, and while
such stockholder, I placed stock as collateral
in various places— The last I had any interest in
I sold to Mahlon D. Ogden, on the ninth day o
last September— This had been pledged to the
Bank of Burlington— On the ninth of Septemb
I sold the residuary interest in the last stock I
had—
6. Cross Inter— What does the rule of the Company
require for the transfer of the stock— Is it done on

the books of the Company, or how?
Answer— I think that on the back of the script is the form of a transfer, and the person transferring, signs that, authorizing some person to transfer it for them on the books of the Company— or in other words, it must be transfered on the book of the Company, either by himself or agent—
7th Cross Inter— Do you know of your own personal knowledge, that this last stock that you sold or all the other stock that you held has been transferred from you on the books of the Company
Answer— No sir, I do not—
138. 8— Cross Inter— State whether you did not upon your previous examination as a witness in this case, state that you had hypothecated certain of this stock in which you retained a residuary interest— and if so, state the circumstances of such hypothecation—
Answer— I placed with the Bank of Burlington, one hundred and fifty shares as collateral to my firm's, Strong, Paige & Co's, note— I had also transferred to my son, any interest I might have in that stock, after paying that note— The transfer to my son was about the last of May, or first of June last— I didnt calculate there was any value to it, and I told my son he might have what there was of it, after paying that note—
9th Cross Inter— State whether this examination as

witness in this case, took place—
Answer— I can't tell when it was— It must ha
been the last of May, or first of June—
The parties agree that the deposition was commen
ed before John W. Magill, but not completed—
E. W. Smith,
Notary Public
10th Cr. Inter— What have you done, if anything,
since that time, to discharge any interest you ha
in that stock, and in that Company?
Answer— I sold that stock to Mahlon D. Ogden
on the ninth day of September, for six thousand,
139 seven hundred, and fifty dollars, and interest,
from the first day of June previous— The Bank in
reply to a letter, agreed to give up the stock, upon
my paying part of the note, and placing with
it certain other collateral— I sent the Bank a
Fond Du Lac bond, I think, and Mr. Ogden sen
them a draft for the amount of the purchase
money to be paid to me for the stock which wa
to be credited by the Bank, on the note—
11th Cr. Inter— State whether you have any personal know
edge that that stock which belonged to you ha
been transferred from you, on the books of the co
pany—
Answer— I have not—
12th Cr. Inter— You have stated that your son
had an interest in this stock— state whether

he united with you in the sale to Ogden—
Answer— He assented to it—
13th Cr. Inter— Did you give or promise your son
any consideration for that assent?
Answer— I did not—
14th Cr. Inter— Was that assent previous or sub
sequent to the sale, and was it verbal, or in wri
ting?
Answer— It was verbal and previous to the sale
15th Cr. Inter— State particularly and specifically
on what day and hour, and at what house, the
conversation between you and Mr. Robbins, abo
140. referred to, took place—
Answer— I can't state the day or the hour—nor
specifically, the place— It was at either the Sherma
or Matteson House, in the City of Chicago—
16. Cr. Inter— State whether anybody, and if any
body, who, was present at that conversation be
sides your two selves—
Answer— I cannot state whether anybody was
present—
17th Cr. Inter— State whether you informed Mr
Robbins at that conversation, that you called by
the direction, or at the suggestion of Mr. Ogden?
Answer— I think that Mr. Robbins was informed
that I called at the suggestion of Mr. Ogden—
18th Cr. Inter— State whether you have any interes
whatever, conditional, contingent, residuary or otherwis

direct or indirect, immediate or remote, in the land in controversy, or any portion of it, or in the Company, or any of its affairs or interests—

Answer—I have not, and never expect to have—

19th Cr. Inter—State whether you are a stockholder in the Chicago, St. Paul and Fond Du Lac Rail Road Company, or have any interest therein—

Answer—My firm had stock, but it is all hypothecated—

20th Cr. Inter—Have you not a residuary interest in it?

141. Answer—If the stock should sell for more than the debts it is pledged for, we should have the balance, and we have a right to pay the debts and take the stock—but I would give the stock and more to any one who would pay those debts—I don't calculate that it is of any value to me—

The last clause of the answer is objected to by the Respondents Solicitors—

21st Cr. Inter—State whether that Rail Road Company has made a contract in writing, with the Chicago Land Company, for a portion of the land in controversy in this suit—and if the right of said Land Company to make a deed to this Rail Road Company, is not dependent upon the result of this suit—

Objected to as leading and irrelevant, and as being parol evidence of the contents of written contract—

not produced

Answer— I have no knowledge of any contract in writing, nor have I any knowledge of any such contract that touches this property—

22 Cr. Inter— State the nature of the agreement between the two Companies, if there is any agreement, as to the rail road taking lands for their use—

Answer— There was a verbal agreement that the Rail Road Company might take such lands of the said Company, as they should require for depot purposes, not exceeding forty acres, at the original cost—

142.

23 Cr. Inter— State what was the consideration, if any of that agreement, and how far, if at all, it has been performed—

Answer— The consideration was that the Company should locate the lines of their road through the land of the Chicago Land Company— it was also the verbal understanding that the depot should be placed near the Kinzie street bridge— the location of the depot and road was thus made—

24" Cr. Inter— State whether at the conversation alluded to between you and Mr. Robbins, Mr. Robbins gave you the refusal of those lands for any length of time, and if so, for what time—

Answer— I think the time had not then expired for which the other parties had the refusal of it

I gave Mr. Robbins to understand that if I con
cluded to take it, I would notify Mr. Ogden—
25th Int. State whether you did return and
from Mr. Robbins, whether you would take it
or not—
Answer— I did not— I did not consider it
necessary— for I understood that Mr. Ogden had
power to sell—

Re-examination—

Inter. 9th — How soon after your conversation with
Mr. Robbins, did the time given to the other par
143. ties, within which they might refuse the propert
expire? (objected to as leading)
Answer— I should think from four to six days—
Int. 10— From whom did you derive the under-
standing, that Mr. Ogden had the power to sell,
as stated in your reply, to Cross Interogatory 25th —
Answer— I got the impression from both parties
Mr. Ogden and Mr. Robbins— I had also seen and
examined the deed— John Bradley—
The testimony of this witness is excepted, to on th
ground of interest— E. W. Smith,
Notary Public

State of Illinois }
Cook County } ss.

I, Edward W. Smith a Notary
Public duly commissioned and qualified, for the
City of Chicago, in said County and State, do hereby

certify that the foregoing deposition was taken by consent of the parties to said suit, and I do further certify that on the eighteenth day of February, A. D. 1858. I was attended by Mr. Merrick, Solicitor for the Complainants, and Mr. Thomas, Solicitor for the defendant, in the cause mentioned in the caption ~~above~~ hereto, and also by the said witness John Bradley, who is of lawful age and sound mind, and said witness having been by me first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the cause aforesaid, the said deposition was by me reduced to writing, in the presence of said
146. witness, and the same having been by me read over to said witness, he subscribed the same in my presence. In witness whereof, I have hereunto set my hand and Notarial seal, this Eighteenth day of February, A. D. 1858.

Edward W. Smith
Notary Public.

(seal)

Notary's fees for taking Deposition, $10.00

Received the above amount of Complainants Solicitors.

Edward W. Smith,
Notary Public.

State of Illinois, }
Cook County } ss.

The deposition of William B. Ogden, of the City of Chicago, County of Cook, and

State of Illinois, a witness produced, sworn and
examined upon his corporal oath, on 16th day of
December, A.D. 1858. at the office of Mess. Beck
with, Merick & Co. at 9 o'c in the forenoon, before m
L. Broadfoot Jr. a Notary Public in and for said
City, County and State in a certain suit and ma
ter in controversy now pending and undetermine
in the Circuit Court of said Cook County, on th
Chancery side thereof, wherein Charles Butler, Jos
P. Chapin, Walter S. Gurnee, and Mahlon D. Ogde
are complainants, and Allen Robbins is defendan
on behalf of the said complainants—
Said William B. Ogden being first duly sworn by
145. me as a witness in said cause, previous to the
commencement of his examination, to testify th
truth as well on the part of the complainants,
as the defendant, in relation to the matters in co
troversy between the said complainants and defend
ant, so far as he should be interrogated, testified an
deposed as follows—

Direct Examination for Complainants—

My name is William B. Ogden— I reside in Chicag
am of lawful age, and am acquainted with the
parties to this suit, both plaintiffs and defendan
have known the plaintiffs over twenty years, and
the defendant over ten years—

Int. 1st Did you, on or about the 31st May, A.
1847— make and execute, together with the d

fendant, in this case, and one James C. Marsha
and Jane E. Wright any instrument, or indentur
for the purpose of adjusting the dower right of
said Jane E. Wright in any land, and if so, where
is said land situated."

Answer— I did— The land refered to is in Section
5, Town 39. N.R 14 E. and is now within the
City of Chicago—

Int. 2nd — Have you read the indenture set forth
in the complainant's bill, commencing on pag
2. if so, state whether that is the indenture refere
to in the above answer."

Answer— It is—

148. Int. 3rd — Did you at any time make sale of th
premises described in said indenture, or any part
thereof, to John Bradley and A. Hyatt Smith, and
if yea, state what part of said premises you so sol
when said agreement of sale was entered into,
and when the contract therefor was executed—

"Objected to by Defendant"

Answer— I did make such sale to Bradley and
Smith, (as survivor of Ogden & Jones) of all the u
sold ~~premises~~ balance of said property, about the 1
June 1852— Full contracts of sale were executed ab
the 18th November, 1852— Several sales of small por
tions had been previously made to other parties betw
May A. D. 1847 and June A. D. 1852 at different
times—

Int. 4th " State whether or not, the paper now handed to you, is the Contract of sale to Bradley and Smith, refered to in your answer to the last interogatory—

Answer— It is—

"It is agreed that the Commissioner shall put his initials upon the paper refered to, and shall have the same effect as though attached to the deposition"

Int. 5th "— State whether or not you know the hand writing of John Bradley and A. Hyatt Smith, and whether or not the names of said Bradley, Smith and your own, signed to said contract, are genuine signatures—

147 Answer— I do know them, the signatures to said contract, are genuine—

Int. 6th "— State whether or not you ever had any conversations with the defendant in this case, relative to said sale (refered to in your foregoing answers) to Bradley and Smith, and if so, when said conversation took place, where, and what passed between you at those interviews—

Answer— I had such conversations with the defendant at different times— first, in Mr. Burch's Banking Office, in the back room occupied by Mr. Allen Robbins, at which time I showed him a proposition (said about June 1st 1852. or not long before the sale to Bradley & Smith) made by me to Mr. Ward of Boston, for the sale of said property to him, at about nine by seven thousand, nine hundred and twenty-five

Dollars, and of which proposition, Mr. Robbins too
a copy— At that time I also informed Mr. Robbi
that Mr. Ward had the refusal at that price—
I also informed him at that interview, that M
Bradley and his associates, now were applicants for the
purchase of the property, and that I had propos
to sell it to them at One hundred thousand Dol
lars, provided Mr. Ward did not accept the prop
sition made him, and I proposed to give Mr.
Ward notice that he must elect to decide either
to take it or not— and I did afterward give Mr
Ward such notice, and he declined (as he said
from inability to fulfil in time, and I then
148. gave notice to Mr. Bradley and his associates, that
they could have the property for One hundred
thousand dollars— Some few days after giving
Bradley such notice, (I should think not three
days) I met Mr. Robbins on the sidewalk front
of Fremont House, he asked me if I had conclu
ed the sale to Mr. Bradley and Associates— I told
him that I had not, as they had not yet decid
to take it, but I thought they would do so as soo
as they could make their arrangement, which
would be in a few days, he replied that if they
did not decide to take it very soon, he would
not let them have it, and he did not know
but that he would take it himself, at that
price— I told him I should be very glad to let

him have it at that, if he wanted it, he de
clined to take it— These are all the interviews
that I remember having had with Mr. Robbins
previous to the sale to Bradley and associates—
Int. 7th— State whether or not Mr. Robbins ever
made any proposition to sell you, or the firm of
Ogden, Jones & Co. the property sold to Bradley and
Smith, and if so, state when such proposition
was made, and what it was—

"Objected to by Defendant"

Answer— He did make a proposition to sell to me
as the survivor of Ogden & Jones, or sell Ogden, Jones
& Co. as the successors of Ogden & Jones, (I don't po
149. itively recollect which) his third interest of the
property sold Bradley and Smith, being all his
interest in the unsold Wright property (so called
named in the contract of May 31st 1847. above
refered to, for Fifteen thousand Dollars, including
in such price his one third advances for improve
ments, and expenses on his one third interest
in said property, to that time, but exclusive of
Twenty-three hundred and sixty two 00/100 Dollars
thereabout, advanced by him on account of the
said Jane E. Wright, or James C. Marshall (as
Trustee) interest in said property "that is". Mr. Ro
bins offered to take Seventeen thousand, three hun
dred and sixty-two 00/100 Dollars, for his entire inte
est in said property, including all his interest

in unpaid Contracts for portions sold therefrom including all his advances on account thereof, and his advances for account of James C. Marshall (as Trustee) above mentioned, and proposed to receive payment therefor, "as follows"- In Cash, Five thousand, three hundred and sixty two (5362) Dollars- In one year, Four thousand Dollars, In two years, Four thousand Dollars, and in three years, Four thousand Dollars, with six per cent. semi-annual interest thereon, and the payment of principal and interest to be made at the Banking Office of J. H. Burch & Co. in Chicago-

150. This proposition was made about November, 1851- My memorandum of it bears date November 23rd 1851- and the purchase money was to draw interest (I think) from January 1st 185[illegible] and the deferred payments were to be made in one, two and three years from January 1st 185[illegible] with interest as stated- This proposition was considered too high, and was declined-

Int. 8th- According to the terms of this proposition what was the defendants estimate of the value of the unsold portion of the Wight property-

"Objected to by defendant-"

Answer- His valuation or price for his one third interest, including his advances for improvement and expenses, on his third, and including his one third interest in balances unpaid on contrac

for Lots previously Sold, was Fifteen thousand
Dollars, equal to Forty five thousand Dollars for
the whole property, including balances unpaid on
contracts, which I think was from three to six
or seven thousand dollars, but I am not at all
certain in regard to the amount due on Contracts
Int. 9th " Did you make a memorandum of said
proposition, if so, when was the same made, and
if you have the same, produce and file it with
the commissioner
"Defendant objects to the admission of the mem
orandum as evidence"
151. Answer— I did make such a memorandum
at the time (say November 23rd " 1851. and I
now produce it just as I then made it, and
hereto attach it— "Marked Exhibit A"
Int. 10th " What were the terms of payment in the
Ward proposition, refersed to in your answer to
Interogatory 6th "
Answer— I do not recollect positively, but I think
they were much easier, and on longer time than
the sale to Bradley and Smith— My impression
is that they extended from one to six years or more
in annual payments, with six per cent interest
I am not certain that there was not some abate
ment assented to from Ninety seven thousand
nine hundred and twenty-five Dollars in the
proposed sale to Mr. Ward—

Int. 11th — At the date of the sale to Bradley and Smith, what was the amount due by the property so sold, and which was to be paid from the proceeds thereof, according to the stipulation in the indenture of the 31st May, 1847. referred to in your answer to Interogatory 1st

Answer — The property then sold for purchase money, advances, expenses and interest, including the advances and interest on account of James C. Marshall (Trustee) about seventeen thousand four hundred and thirty seven 69/100 Dollars, less about Twenty-two hundred and Ninety-nine Dollars received from previous sales of portions of the

152. property mentioned in said indenture, leaving chargeable to the property, Fifteen thousand, one hundred and thirty eight 69/100 Dollars, which was to be first paid as stated and provided in the Contract of May 31st 1847. above referred to —

Int. 12th — Explain what you mean in your answer to Interogatory 3rd in which you say that you made sale of the property in question, to Bradley and Smith, about the 15th June, 1852 and that full contracts of sale were executed about the 10th November, 1852 —

Int. 12th Explain what you mean in your answer to interogatory 3rd in which you say that you made Sale of the property in question, to Bradley and Smith, about the 15th June, 1852

and that full contracts of sale were executed a
bout the 10th " November 1852

Answer— I made a written memorandum o
the proposition in June, and which was accep
ed about the 15th " June, and the agreement
of sale concluded thereby, but I gave the partie
a few days to enable them to gather funds t
make their first payment, Twenty five thou
sand Dollars— Meanwhile I went to New Yor
and failing to return, they came there and
closed the arrangement by full contracts, whi
with details and particulars, of sale, were there
153. completed and executed in duplicate, one of
which is verified in Interrogatory 3rd "—

Int. 13th "— State how much of the purchase
money stipulated for in said contract of sale,
has been paid, and to whom, and when the sa
was paid, and what disposition has been ma
of the same—

Answer— The whole of it has been paid with
interest, substantially in accordance with the
terms of the Contract with Bradley and Smith
of November 10th ", before referred to— The payment
were all made by Bradley and Smith, or their
assigns, and were all made to the successors o
Ogden and Jones, as provided in the indenture
of May 31st " 1847. and notice was duly given
to the defendant in this case from time to tim

of such payments, in accordance with said in
denture of May 31st 1847. and that his proportio
of the same was held subject to his order as provid
ed in said indenture— Jane E. Wright, or James C.
Marshall (as Trustee) or both, were also notified
of such payments being made from time to time
and made demands therefor, and have been pai
the same, and have given receipts in full for the
proportion thereof, and have duly conveyed their
proportion of the premises to Bradley and Smith—
or their assigns—

"Objection made by defendant to all that portion
154. of last answer refering to the payments made to
J. C. Marshall (Trustee) or Jane E. Wright, and t
the execution of any deeds by them, or either of them
The survivor and legal representatives of Ogden an
Jones, have also received their portion of proceeds o
said sale in full, and deeds for their interest
in the premises have been duly executed to the
assignees of Bradley and Smith—

"Objected to by defendant, to all that portion of th
answer coming after the objection above noted"—

Cross Examination—

Int. 1st— Have you in your possession or control, th
memorandum made by you of the proposition ma
to Bradley and Smith, as testified to in your an
swer to direct interogatory 12— If so, will you pro
duce the same, and allow it to be annexed

properly identified."

Answer— I have not the memorandum submitted to them, and referred to in my direct examination, but I have a rough memorandum of the substance of the proposition made at that time which does not specify the terms of payment, but intimates a modification made, as to the time of drawing interest on leaving out eight lots, the title to which was not included in the instrument of May 31st 1847 before referred to, and which they understood to be included in the proposition of One hundred thousand Dollars, and which were then estimated at about Four-
155. teen hundred Dollars, and the interest on the sale from 15th June to 1st September 1852— amounting to Twelve hundred and fifty Dollars— It was agreed to leave out the eight lots, and make the sale draw interest from the 1st September instead of the 15th June as a compensation or off-set for the eight lots— The memorandum submitted reads "offered Sloan and others", Sloan being one of the parties associated with Bradley and Smith and interested in the sale made to them, and most of the purchases made by him and his associates, prior (or about the time) to this, having been made in his name—

"Attached Mem? & marked Exhibit B"

Int. 2d State as near as you can the contents of

the memorandum given by you to Bradley and Smith—

Answer— It was substantially the substance of the contract afterwards executed (say the 10th November)— I first proposed to give them more time on the payment, but understanding from Bradley and others that Mr. Robbins preferred payment of a quarter down, I required it of them.

Int. 3d— Were any terms of payment expressed in said memorandum, if so, what were they?

Answer— I don't remember positively that there were, but presume there were, there might have been two memoranda made, probably not— There might have been a memorandum for the time proposed and might not—

156.

Int. 4th— Was said memorandum signed by you, and did you, or not, retain a copy thereof, was the memorandum refered to, a memorandum merely of your proposition to them, or was it a memorandum of the Contract made between you and them?

Answer— It was a memorandum of the proposition which I made— Made for the sale of the property to them, and in pursuance of which, the Contract was executed after acceptance by them— I don't know whether my name was signed to it, or not, it was in my handwriting, I have no doubt, but it may have been written by some

other party in the office, and I have no other copy of it than the one just filed—

Int. 5th— State as near as you can when you gave to Mess. Bradley and Smith the above memorandum, and whether they afterward accepted the proposition therein contained without modification—if so, when did they signify to you such acceptance, and was there a memorandum of the bargain or agreement drawn up at the time and signed by the parties or either of them—

Answer— I must have given them the memorandum previous to the 15th June, they accepted the proposition about the 15th June, whether they did so verbally or by writing, I do not recollect— There was no contract signed at the time between us they accepted substantially without modification except that the time of payment might have been shortened, and the interest commencing September instead of June in consequence of eight lots having been left out, which were not included in the indenture of May 31st 1847— It is very likely that I did make other propositions to other parties, and it may have been to some of the parties connected with Mr. Bradley prior to the time, and for less price—

157

Int-6th— Is it your recollection that the proposition contained in the memorandum given by you to Bradley and Smith covered the eight

lots last above referred to, and that said propo
sition was modified in various ways suggested
in your last answer—

Answer— It is my impression that the proposi
tion did not mention any lot by name, but was
for the unsold balance of the (so called) Wright
property, that subsequent to the indenture of Ma
31st ult 1847. referred to, Mr. Robbins and Ogden & Jone
bought sundry lots in Wights addition to Chica
some of which I think were not mentioned in
the indenture of May 31st 1847. but in the list
of that property kept by Ogden & Jones, were inclu
ed as part of the Wright property, (so called) such
lots as were not included and named in that
158. indenture, I was not authorized to sell— Brad
ley supposed they formed part of the property
and were included in the offer made to sell
and perhaps under the circumstances, had a
fair right to think so— In order to correct the
misunderstandings, an abatement of interest
about equal to their valuation of the eight lot
(subsequently purchased by Robbins & Ogden &
Jones) was assented to—

Int. 7th ult— Was any memorandum of the bargain
made by you with Bradley and Smith, made
and signed by the parties, or either of them, pr
o to November 10th ult 1852.

Answer— None made and signed by the parties

I might have signed a proposition made to them as above stated—

Int. 8th— State whether or not Mr. Robbins, at any time previous to your negotiations with Bradley and Smith, above referred to, notified you in writing that he should call for a division of the property as soon as the sales should amount to sufficient to cover advances, if so, state when and in what manner you received such notification—

Answer— All the notice I ever received from Mr. Robbins up to that time, was the letter I here submit, dated March 4th 1848—

"Annexed and marked Exhibit F.

159. Int. 9th— State whether or not, in August, 1852, Mr. Robbins addressed a letter to you in which was contained the following paragraph— Namely— "I take this occasion to repeat the notice given you in my letter of March, 1848— that I shall require a division of the property, as soon as the sales cover the advances, and I repeat my orders &c" If so, state when you received said letter and whether you can now produce the same—

Answer— I did receive a letter from Mr. Robbins dated August 27th 1852— soon after it was written, which I presume is the letter referred to, and submit the same—

"Letter annexed and marked Exhibit G.

Int. 10th— Did you understand at the time whether

the said Bradley and Smith entered into those negotiations with you for the purchase of this, on their own account, or whether they were acting as the Agents or Trustees of other parties—

Answer— I understood they purchased it for themselves and others who were, or were to be interested with them—

Int. 11th— Were you informed at the time as to whose associates were, if so, who were the other parties in interest?

Answer— I know nothing of the extent of this association, but think I heard the names of Robert J. Walker, Mr. Eastman, Eli Chittenden and Mr. Page, and perhaps Mr. Chaping and others I do not know—

60

Int. 12th— Do you know whether any Company was formed by the gentlemen you have named for the purpose of buying, improving and selling this property, and other property in and about Chicago, if so state what was the name of such association, when was the same organized, and in what manner was it organised, whether as a body politic incorporate, or as a private voluntary association—

Answer— At the time of making the sale to Bradley and Smith, I had no knowledge of any such association— In the Spring of the next year I think, a joint stock association called the Chic

Land Company was formed, for the purchase and sale of property, of which the property in question formed a part—

Int. 13th— Please examine the pamphlet now exhibited to you, to be annexed hereto, and marked "Exhibit D," and state whether the same is a copy of the articles of association made and entered into by said associates, in the Spring of 1853. and whether the Company then formed, is the same referred to in your last answer—

Answer— I believe this to be a copy of the articles of association of the said Land Company, and that they are the articles of association of the Company, referred to in my last answer—

164.

Int— 14th— State whether or not the parties who signed said articles of association were all jointly interested in the purchase, negotiated by Bradley and Smith above referred to, and if not, state who of them was not included in the number of parties in interest, if you know—

Answer— My understanding was, that a small party of them only, were interested at the time of the sale to Bradley and Smith, many of them became subsequently interested— All that I remember to have heard spoken of at the time of the sale to Bradley and Smith, besides Bradley and Smith, were Walker, Eastman, Johnston,

Chapin, Chittendon and Sloan, and I have no means of knowing that they were all interested, only judging from hearsay. Some of the others named in the articles, have not at any time to my own knowledge, been interested, except as Trustees —

Int. 15th — State if you know, whether the gentlemen interested in the alleged purchase, had it in contemplation at the time of the negotiation with you, to form such a Company as was afterwards organised by them, and others, under the name of the Chicago Land Company —

Answer — They had not to my knowledge — I never heard of it —

Int. 16th — When did you first hear that such a Company was contemplated, and who were the active men in bringing it about?

Answer — According to my recollection Mr. Eastman and perhaps Mr. Chittendon, called upon me in New York, in the Spring of 1853 for a copy of the articles of the American Land Company Association, (of which I had long been a member) from which they proposed to draw articles of association for themselves and associates, and the articles that they adopted are in a great degree copied from the articles of the American Land Company Association — They then solicited the house of Ogden, Jones & Co. to act as their

agents for the management and sale of all their property, in Chicago, of which the property in question formed a part, and they requested myself, Mahlon D. Ogden and Edwin R. La Ba to act as Trustees for the association which they proposed to form, to which we assented, our bu ness being that of General Land Agents for t management and sale of Real Estate. I don't recollect having heard the Association spoken of p vious to this time.

Int 17th "- Were you ever connected with said Chi go Land Company in any other way than as Trust as above mentioned. Have you ever held or owned o 163. been interested either directly, or indirectly, in any of the stock or shares of said Company?

Answer. Never, not a dollar directly or indirectly at any time. It may be that without my knowle stock may have been assigned to me as Trustee, for the benefit of the Company, but I never was interested in my own right, or for my own accoun in any way.

Int. 18th "- Have you not as Trustee, made large sales of the Company's property, and among other sales, sales of the property in controversy in this sui or some part of it, for which you have received, or are entitled to receive commissions, or other charg

Answer. Ogden, Jones & Co. and Ogden, Fleetwood & Co. for account of the Trustees of the Company

have made large sales of the property of the Com
pany, and have received commissions therefor,
but I am not aware that they have sold for the
Company any of the property in question, except
it be the right of way for the Chicago, St. Paul, a
Fond Du Lac Rail Road Company, but whether
they received commissions on that sale to the Ra
Road Company, I do not know—

Int. 19th— Did you at the time of the negotiation
with Bradley and Smith, expect to become there
after, an Agent for the management and sal
of the property in question, or to have any connec
tion therewith?

164. Answer— No never, no such expectation, no such
understanding, or nothing of the kind thought
of by me— The sale was unconditional, the same
as any other of the large sales of property made
by me, or the firm to which I belonged—

Int. 20th— Are you connected in business with
either of the gentlemen who are now acting as
Trustees for said Chicago Land Company? and a
interested in commissions which they may re
ceive from that source?

Answer— I am connected with Mahlon D. Ogde
in business (whom I believe now to be the sole
Trustee of said Company) but not so connected
as to be entitled to any commissions he may re
ceive as such Trustee—

Int. 21st — Do you know anything in relation to a declaration of trust made by said Bradley and Smith, in March, 1853. concerning this property.?

Answer — It strikes me that when the solvency of Bradley and Smith was doubtful, the Trustees required some such paper to prevent their creditors from reaching the property

Int. 22nd — Do you know where Mr. Robbins spent the winter of 1851 and 1852.? State whether you have any recollection of seeing him in Chicago, during the year 1852. prior to the 17th June.?

165.

Answer — I don't know anything about where he spent the winter — I saw him in Chicago (I should think) about the 15th June, or about the time, and previous to the sale of Bradley and Smith — He was here, I think, when the offer was accepted by them — The purchase money of the sale to Bradley and Smith was to draw interest from the 15th June, and my impression was that the sale was closed on that day, but it may have been that the proposition was made on that day, and the interest to draw from that time, and the sale consummated a short time after — I don't recollect particularly as to the date of the acceptance of the offer, but it was about that time —

Int. 23rd — Do you know anything of a proposition made by Mr. Valette for the purchase of this property?

Answer — I remember such a man being here and having some negotiations with him in regard to the purchase of this property, but don't remember the time when, nor for what amount —

Int. 24th — Did not the conversation you had with Mr. Robbins, in front of the Fremont House take place the year before your negotiations with Bradley and Smith, and did it not relate to the offer or proposition that had been made by or to Valette?

166.

Answer — No, it did not — I had conversations with Mr. Robbins in regard to the sale to Valette, and might have had them in front of the Fremont House, but the conversation referred to, in reference to the sale to Bradley and Smith, took place as previously stated —

Int. 25th — Did you, or not, after the negotiation with Bradley and Smith, make a sale of a portion of the property to Hiram Joy — if so, state when, and how much of the property, you sold him —

Answer — I think I made sale of a lot to Joy, previous to that — I think it was made verbally pending the negotiation with Bradley and Smith, and they were to carry it out — I don't remember the

particulars, but they were to ratify the sale- The lot that Joy was to have, was included (I think) in the sale to them - Ogden, Jones & Co's Books will show-

Int. 26th - Please examine the paper now shown you, and state whether it is an account of the sale made to Mr. Joy, above referred to, and whether said account was made out in the office of Ogden Jones & Co-

Answer - I don't remember anything about it- I don't know who made it- Think it looks like Mr. Labar's writing, who was a clerk in the office of

167. Ogden, Jones & Co. at that time-

Int. 27th - Please examine the paper now shown you, and state if you know in whose hand-writing it is, and whether or not said paper contains an account of the sale of the Land to Joy above referred to-

Answer - The paper submitted, is in the hand of William H. Fleetwood, at that time, a clerk in our office - It is probably the correct statement of the price and terms of a lot sold Mr. Joy, and of the payment made thereon at that time, but probably incorrect as to the sale being made for Ogden and Robbins, provided the agreement of sale to Bailey and Smith was carried out - My recollection is that Mr. Joy claimed that I had verbally agreed to sell the lot to him before the sale of it with the

balance of the Wright property, to Bradley and
Smith, and that I got Bradley and Smith, af
ter the sale to them, to agree to let him (Joy) hav
it at the price he claimed I was to sell it to him
for, and that the Clerk not being advised of th
circumstances, or of the sale to Bradley and Smith
perhaps, made out the account of Hiram Joy w
Ogden and Robbins, because he did not know
at all what the facts were— My impression is, tha
the money received from Joy for this lot, was cred
ited Bradley and Smith, on account of the On
hundred thousand Dollars to be paid by them fo
the property, and that this lot was included as
stated in sale to them—

"Account annexed, and marked Exhibit
Int. 28th— Will you state whether the amount
due to Mr. Robbins on account of this sale to Joy
was afterwards tendered to him, (Mr. Robbins-)
Answer— I don't know—
Int. 29th— Do you recollect while the negotia
tion between Bradley and Smith and yourself
was pending, of sending Mr. Bradley to see Mr
Robbins in order to ascertain his views in re
gard to the sale?
Answer— Mr. Bradley reported to me that he
had had interviews with Mr. Robbins, in regard
to the sale, and that Mr. Robbins was willing to
make a sale of the whole for One hundred

thousand Dollars, whether he went to see Mr. Robbins at my suggestion, or not, I don't remember, but I think it was very likely I did advise him to see Mr. Robbins, and though I had the power to sell, independent of Mr. Robbins, I thought it courteous to refer to him—

"Defendant objects to that portion of the foregoing answer which states what Mr. Bradley reported"—

Int. 30th — State as near as you can the amount of charges upon your books, against this property at the time of the negotiation with Bradley and Smith—

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Answer— I have answered this fully already in my direct examination—

Int. 31st — Do you recollect the amount of the commission charged by you upon the sale of this property to Bradley and Smith—

Answer— The commissions charged were precisely those provided for in the indenture of May 31st 1847—

Int. 32nd — When did you first inform Mr. Robbins that you had completed the bargain with Bradley and Smith?

Answer— I think the first time I met him after the negotiation with Bradley and Smith, was in New York, at the office where I transact my business, and it was after the completion

of the contracts of sale and exchange with Brad
ley and Smith, and after the first instalmen
was paid by them thereon—
Int. 33rd "—Did, or not, Mr. Robbins, at that in
terview, repudiate the contract, and ask you wh
you had concluded the same contrary to his in
structions?
"Objected to by Complainant because leading a
because asking the declarations of the defendan
in his own behalf"
Answer—He objected to the sale—
Int. 34th "—Do you recollect that you assigned
any reason to him, at that time, for having co
pleted the contract, if so, what reason did you gi
Answer—I don't remember any conversation of
that nature—The interview was very short—
Int. 35th "—Did you not then give him as a r
son for making the sale, that you wanted to
get your commissions, or that Mr. Robbins refuse
to pay you the commission to which you consi
ered yourself entitled, by virtue of the indenture
of May, 1847—
Answer—No, no such thing took place—
Int. 36th "—Did you, at or about the time of your
negotiations with Bradley and Smith, submit
the said indenture of May 31st 1847. to some Co
sellor or Attorney at Chicago, and solicit his ad
vice as to your authority to make said sale

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without said Robbins' consent."

"Objected to by Complainant as immaterial a
irrelevant"

Answer— Some time after the sale was made,
I heard somewhere a street rumor that Mr.
Robbins had objected to the sale, since the mak
ing of the sale, and I asked two or three attorne
whether there was any question as to my oblig
tion and authority to fulfil the sale to Bradl
and Smith, as made by me under the indent
ture of May 31st, 1847. and was advised by Mr
Judd and Wilson, who examined the matte
fully, that I had authority to make the sale
171. One (I think it was Mr. Mc. Kagg) had some
question of it— The agreement of sale had been
made in good faith, and I fulfilled it—

Re-examination by Complainant—

Int. 14th— Did you make any sales of the prop
erty described in the indenture of May 31st 184
after the 4th March, 1848. and prior to the mont
of June 1852— without the assent of Robbins, an
without consulting him, and were said sales (i
any were so made) ratified and confirmed
by Mr. Robbins?

"Objected to by Defendant"

Answer— I think I did make such sales aft
March 4th 1848— and prior to June 1852 witho
advising with Mr. Robbins, and that he su

sequently joined in the execution of deeds con
veying the property as sold. I don't know tha
I ever consulted Mr. Robbins in regard to any
of the sales of said property, made under the
indenture of May 31st 1847. and subsequently
ratified by him previous to the sale to Bradle
and Smith in June, 1852. On every first of
August and February, Ogden & Jones, or their su
cors notified him of any sales made in the
previous six months, and rendered him an
account thereof, which was all that was re
quired by the said indenture of them, to be do

172. Int. 15th " State whether or not the signature
to the paper now handed you, is in your han
writing, and whether you have received the
consideration expressed in said instrument,
and stated therein to have been paid.
Answer. The signature is in my handwriting
I have received the consideration therein expr
ed. "Attached and marked Exhibit
Int. 16th " State whether or not, you have receive
the commissions stipulated to be paid by the
indenture of the 31st May, 1847. for the sale
of the interest of the defendant in this case, o
the premises hereinbefore refered to, as having
been sold to Bradley and Smith.
Answer. The commissions charged upon tha
sale stand to the credit of commissions still

the books of Ogden, Jones & Co. and have never been paid to me—

Int. 17th " — Have you ever received from the Chicago Land Company, any release or bond of indemnity relating to ~~the~~ said sale of the defendants interest, to said Bradley and Smith, if so produce the same, to be filed with this deposition—

Answer— I have received such bond of indemnity, and herewith hand it in— The signatures thereto of Mahlon D. Ogden (Trustee) is in his handwriting— "Attached and marked Exhibit A."

173. W. B. Ogden—

"Defendant will object to the reading of this deposition in evidence, because the witness has an adverse interest to the defendant in this suit"—

Exhibits referred to in the foregoing deposition

"Exhibit A."

Statement of cost &c. of Wright property—

A. Robbins 1/2 of 2/3 or his 1/3 of the entire Wright property, cost, (purchase money, including 6% Int. August. 1st 1851— 4380- 82

Cost of improvement of his 1/3 with Int- added to August. 1/51 including Coms charged by Ogden & Jones, but after deducting proceeds of all sales made — — — 1914-23

6295. 05

174.

For this disbursement Robbins asks
$15 000, being an advance of 8704.93
15000.00

being 138 1/4 per cent advances over
cost & b/o Int. between say 31 May
1847 to January, 1852. 4 years and
8 months - or 29.60/100 per cent per
annum -
In addition to purchase money &
cost of improvements at $15000
Robbins to be reimbursed his 1/2
advances with 6 p/c to Aug. 1/51 on
a/c of Trustees 1/3 ---- 2362.11
$17362.11

174. & demands payment as follows -

cash	$5362-11	
1 yr	4000	
2 yrs	4000	
3 yrs.	4000.	17362-11

Int 6 p/c Semi-annually
payable at I. H. Burch & Co -
Nov. 23/51
The Wright property consisted
originally of N E 5. 160
E 1/2 S E of 5 80
including the river } 240.00
about 8 acres of River }
Deduct for River, say 8.00
232.00

Deduct for Block 6. Lotie say 1½ a
60 for 26 lots sold & deeded at the
Rate of 5 lots to the acre, 5. ¼
& say 8 acres sold from
N. W corner of N. E. of 5 8
& 2 acres sold Gray
for Harming — — 2.
Deduct 9 lots in pu fut
tith at 5 to the acre 2 ¼
With allowance for loss 19.00
about Block 4 } Acres 213. 00
$200
1/3) 426.00
142.00

175.

1/3 of acres unsold at $200
per acre, is $ 14.200

Balances due on Contracts for
sale is $
1/3 of which, is $

Exhibit B.

Mem

Offerred Sloan and others the unsold portions of Wight property for $100.000
To draw interest 6 % from June 15th
1852 - The Int to 1 Sept. Am.t to $ 1250
8 Lots - lots bought of J. H. Jones &
Scammon, Deducted - called $ 1400

170

25000
6
2 1/6) 1500,00
250
41 66
291.66

+

Exhibit "C"

Chicago, August 27th 1852.

Wm. B. Ogden, Esq.

Dear Sir,

I received Messrs. Ogden & Jones accounts with the Wight Estate, and find you still retain Mr. Smith, a pensioner on this property - $78 being charged for his services, a portion for plans for a bridge, at Halsted Street, a project on which I have not been consulted - As it must be evident that I am not satisfied with your management, and having lost confidence in your integrity as an agent, I shall esteem it a favor and kindness if you will at once accede to a division of the lots and lands at once - This course cannot be other than pleasant to you, as you will then be free from my complaints and censure - I take this occasion to repeat the notice given you in my letter to OoJ of March, 1848 - That I shall require a division of the property, as soon as the Sales cover the advances - and I repeat my orders that you do not make any further advances on the property, for improvements or otherwise, to which you have not my written assent, no

176.

make any sales exceeding in amount the ad-
vances, or any sale as to which I am not consul-
ed, and to which I do not give my assent—
Messrs. Ogden & Jones have omitted to report the
sale of a lot to Mr. Joy, which you named to m
will you see that it is sent to me—

Your's Respectfully
Allen Robbins—

Exhibit "D"— Articles of Association of the Chicago
Land Company— (See page 85 for Articles)

"Exhibit E."

177.	Hiram Joy with Ogden & Robbins	July 22. 1852. 1a in Sec. 5, 39, 14 Payable $525 June 1. 1853.	
		" 500 June 1. 1854.	
		" 500 June 1. 1855.	
	Interest 6%. June 1. Eazr. Taxes after 1851. 1852—		
July 22	To Contract as above—		$1525. "
53 June 1	" Int on cont to date @ 6%		78.2
May 27.	By Cash hereon	$603.28.	
54 June 1.	To Int. on $1000 1y to date @ 6%		60.
Dec. 1	" " $560 due June 1/54 extended 6 mos @ 10%		28."
	" By Cash for pay.t & int due June 1— 1854.	588"	
1855 June 1—	To Int. on $500 1y to date @ 6%		30.
"	" p.d taxes 1852. $2.52 do 1853 $47.5 & for 1854. $22.50		29.7

Nov. 7th Int on $559.22 3/30 mos to
date @ 10% ——— 24.4
" By Cash hereon in full of
Contract interest & taxes— 584.18
$1,775.46. $1,775.46

Cash received on above Contract— $1775 46/100
by Trustees of the Chicago Land Company 1/3
of which amount is paid to Allen Robbins
Esq, at his request— ——— 591. 82—

"Exhibit H"—

East Granby— March 4th

Messrs. Ogden & Jones,
Chicago

178. Dear Sirs,

I received at this place
your favors of 12th inst and 14th inst with accounts
relating to the Wright property— Your account contains
some charges which require explanation, which
I shall ask of your Mr. Ogden, when in New
York, and if satisfactory, will then order a fur-
ther payment made to you— You are aware that
all improvements must have my approval, but
you have proceeded so far without consulting me
It would be more satisfactory to me, and in my
opinion just to all interests, if the improvements
to be made were let by Tender for cash payments
rather than let in such small detached portions
evidently tributary to the business of your office

I notice that you charge newly Dr 130 for Smith superintendence &c— This I think is too bad— I supposed that you were to superintend this business yourselves, if you cannot, you should at least pay your deputies— Your commissions are certainly sufficiently ample for that, and all the other very onerous duties you perform— I have not the contract here to refer to, but if it allows you to charge 10 per ct. on your advances, I must allow that I made a very foolish arrangement, and that it is for my interest to dissolve the connexion as soon as the Contract permits— That you may proceed fairly and understandingly, I give you notice that you must not make any further improvements in the Wright property, without my written assent, and in order to obtain this, you must furnish me with your proposed improvements, and the estimated cost of them— I likewise give you notice that I shall call for a division of the property as soon as the sales amount to sufficient to cover the advances— This I can do I believe, according to the Contract— I know not what Mr. Marshall may say of your account, but it must readily occur to him, after examination, that the Widow's chance of gain, is small and remote— Col. Smith is wrong as to Chicago Avenue— I made no agreement with anyone— I did not know that Raymond was interested, or that Lee intended

179.

making a road on the north side— Mr. Lee told me he should drain his land by ditching—

Yours Respectfully—
A. Robbins—

"Exhibit G."

Know all men by these presents, that for and in consideration of the sum of three thousand dolla to me in hand paid by Mahlon D. Ogden, receipt whereof is hereby acknowledged, I have this day given, granted and assigned to said Mahlon D Ogden absolutely, all commissions, and all right claim and demand I may have to any commis-
180. sions upon the proceeds of the sale of the interes of Allen Robbins, in and to a certain tract of la heretofore sold by me to A. Hyatt Smith and John Bradley, under and by virtue of the authority of a certain indenture made and executed by and between the undersigned and Allen Robbins, an accepted and approved by Jane E. Wight and James C. Marshall, and bearing date the 31st day May, 1847—

As witness my hand and seal this 16th day Dec. A D. 1858— W. B. Ogden (seal)

"Exhibit H."

Whereas at a meeting of the Shareholders of the Chicago Land Company, called in pursuance of the articles of said Association, held at the of fice of the Company in the City of Chicago, o

the twenty-seventh day of April A. D. 1857 a re
olution was offered providing that the Truste
and Executive Committee of the said Compan
execute to William B. Ogden, a proper legal in
strument to indemnify and save harmless the
said William B. Ogden from all damages, Cos
and Expenses, which may arise or accrue from th
sale to said Land Company, or to A. Hyatt Smith
and John Bradley, for said Company, of the inte
est of Allen Robbins in that portion of the proper
of the Company heretofore belonging to Ogden and
Robbins, and which was sold by William B. Og-
181. den for himself and as the attorney of Allen
Robbins, to A. Hyatt Smith and ~~Allen Robbins~~
John Bradley, for said Company, and which said
instrument shall bind said Chicago Land Com
pany to pay any amount of damages, with the
Costs & Expenses of all legal proceedings which ma
at any time hereafter be obtained by said Robbin
against said Ogden, or against Ogden, Fleetwood an
Co. in a suit now pending, or in any suit which
may hereafter be brought against him or them, in
consequence of the sale of said Robbins interest, by
said Ogden.

And whereas it was resolved that said Resolu
tion be refered to the adjourned meeting of the sha
holders of the said Chicago Land Company, to be
holden on the third day of June next following.

And whereas at the said adjourned meeting of the Shareholders of said Company, held on the third day of June, 1857. at the office of said Company in Chicago, it was, on motion of Edwin F. Johnson, Resolved that the Resolution offered at the last meeting, in regard to the Bond of Indemnity, to William B. Ogden, and Ogden Fleetwood & Co. on Ogden & Robbins' sale, be adopted—

Now therefore, know all men by these presents, that I, Mahlon D. Ogden, Vice Trustee of the said Chicago Land Company, in pursuance with the resolution
182. of the Shareholders of said Company, hereinbefore referred to, the executive Committee of said Company assenting hereto, and affirming the Bond or agreement, and in consideration of the sum of one dollar to me in hand paid by the said William B. Ogden, the receipt of which is hereby acknowledged, have, and by these presents do covenant and agree to indemnify and save harmless, the said William B. Ogden, from all damages, costs and expenses which may arise or accrue from the sale to said Land Company, or to A. Hyatt Smith and John Bradley, for said Company, of the interest of Allen Robbins in that portion of the property of the Company heretofore belonging to Ogden and Robbins, and which was sold by William B. Ogden for himself, and as the attorney of Allen Robbins

to Asyatt Smith and John Bradley, for said
Company, and to pay any amount of
damages, with the costs and expenses of
all legal proceedings which may at any
time hereafter be obtained by said Robbins
against said Ogden, or against Ogden Kent
wood & Co in a suit now pending, or in any
suit which may hereafter be brought against
him or them, in consequence of the sale of
said Robbins interest by said Ogden.- For the
full and faithful performance of which said
183. covenants or agreements, the said Mahlon D
Ogden, Trustee of the said Chicago Land
Company, binds himself, his successors and
assigns, as such Trustee, together with the
said Company, their successors and apigns.

In testimony whereof, the said Mahlon
D Ogden, Trustee of the said Chicago Land
Company, hath hereunto set his hand
and seal, the fourth day of June
AD 1857.

(Signed) Mahlon D. Ogden (Seal)
Trustee of Chicago Land
Company

The above Bond, obligation or agree-
ment of the Chicago Land Company, is hereby
approved, ratified and confirmed by the
Executive Committee of said Company

in pursuance of the resolutions and instructions of the shareholders above recited

(Signed) John P. Chapin
Executive Committee of
Chicago Land Company

Deposition of Allen Robbins, in a suit wherein Jane E. Wight was Complainant & James L. Marshall et al were defendants

The said Allen Robbins being first duly sworn according to law, deposeth and saith in answer to the several
1844. interrogatories addressed to him by Complainants Solicitor as follows, to wit:

Int. 1st. — Are you acquainted with the parties Complainant and defendant in the suit or any, and which of them?

Answer:- I am acquainted with Marshall and Ogden - I never saw the Complainant or Mr Heatherbee,

Int. 2nd. — Are you party named, Allen Robbins in an agreement entered into on the thirty first day of May eighteen hundred and fifty seven a copy of which is annexed to the bill of complaint and marked Exhibit A

Answer:- I am the party to that agreement

Int. 3d.- Were you in the City of Chicago in

the month of July, Eighteen hundred and fifty two?
Answer I was—
Int—4th Do you know what was the value of the lands described in said agreement "A", and which were unsold in July, Eighteen hundred and fifty two? if so, state the value of them—
Answer— I was acquainted with the value of the lands at that time— I estimated the value of the lands at that time, at One hundred thousand dollars—
185. Int. 5th— Is the property included in your Valuation, the same property which Mr. Ogden contracted to sell in the fall of Eighteen hundred and fifty two?
Answer— It is—
Int. 6th— Did you see and have a conversation with the defendant James C. Marshall, in the month of July, Eighteen hundred and fifty two, in reference to the interest of the Complainant Jane E. Wight, in said property— if so, state such conversation, and where did the same occur?
Answer— Mr. Marshall called on me at Mr. Burch's office in Chicago, and entered into conversation with me regarding the property— I told him and showed him Mr. Ogden's valuation of the property—
Int. 7— What was that valuation— was it in

writing, and if so, can you produce the writing? if so, produce it—
Answer— The valuation was Ninety seven thousand, nine hundred and twenty-five dollars— it was in writing— a copy in my handwriting, of Mr. Ogden's valuation— the paper now produced by me and marked Exhibit "H," is the same paper that I showed to Mr. Marshall—
Int. 8— Can you state at about what time in July, such conversation took place?
Answer— About the sixth—
186. Int. 9— Did the defendant Marshall, on that occasion, express any desire to sell the interest of Mrs. Wright in said property? if so, state what was said by him— and whether you made any offer to him for her interest— if so, what offer did you make?
Answer— He said, "it was for the interest of Mrs. Wright to sell her interest in the property, her pecuniary interest was such, that it was necessary for her to sell her interest in it, as she was poor— He made many other remarks of the same tenor— that the property was now ample to give her a comfortable living, and he should advise her to sell under the circumstances in which she was then placed— I replied to Mr. Marshall, that if she wanted to sell, I would buy the property, and give as much as any other

party, but I was unwilling to give Mr. Ogden's
Valuation - and was not then prepared to give
more than twenty-two thousand, or twenty-two
thousand, five hundred dollars - I am not cer
tain which of the sums I named -
Int. 16th. - Did you after that, have correspondence
with Mr. Marshall on the subject, and were the
letters dated Erie, August second, Eighteen hundr
and fifty-two, and marked Exhibit "I," and one
dated Erie, August ninth, Eighteen hundred and
fifty-two, and marked Exhibit J, and hereto an
187. nexed, received by you in answer to letters addres
by you to him?
Answer - I wrote to Mr. Marshall two letters enqui
ing Mrs Wright's determination as to selling her inter
est in this property - these are the two letters I re
ceived in reply - I also wrote another letter enqui
ing of Mr. Marshall, if he had taken the Valua
tion I had shown him, as I had mislaid it - and
received a letter from him dated August thirty
first, Eighteen hundred and fifty two, and
marked Exhibit "K."

Cross Interrogatories by defendant's Solicitor -
Cr. Int. 1st - In the conversation with Mr. Mar
shall spoken of, did you complain of the manage
ment of the property by Mr. Ogden, representing
that it would be all used up in commissions
and expenses, and that nothing would ever be

realized, unless it was taken out of his hands soon
Answer- I complained of Mr. Ogden to Mr. Mar
shall, of Mr. Ogden's charges, presented in his accoun
of the property, and that there were many of them
unjust and improper- and that I had notifie
Mr. Ogden, that as soon as sufficient of the prop
erty had been sold to pay the advances made, I
should call for a division of the property accordin
to the Contract, taking my interest into my own
hands- my impression was, that after Mr. Ogd
got the property into his hands, he would fleece
188. me- I think I expressed my opinion to Mr.
Marshall, that Mr. Ogden was endeavoring to
make a Hunter purchase of it- By a Hunter
purchase, I mean to get the property into his own
hands, and use it up by extravagant charges-
Int. 2- Did you ever mislay Mr. Ogden's estimate
of the value of the Wright property, and can you
state with certainty, when it was lost or mislai
Answer- Some little time after Mr. Marshall was
here in July, Eighteen hundred and fifty-two,
I had occasion to refer to that estimate, and
looked among the Wright Estate papers for it a
afterwards found it in a bunch of papers mark
ed memorandums-
Int. 3- Did you show Mr. Marshall a statement
of charges presented by Mr. Ogden, previous to
July?

Answer— I did.—

Int. 4— Was it difficult to sell property at a fair price, in July, Eighteen hundred and fifty two and if so, why?

Answer— I have never known it difficult to sell property here at a fair price, on a credit— property at that time just began to rise—

Int. 5— Can you state what lead to the remark of Mr. Marshall's, in regard to Mrs. Wight's interest to sell— was it the amount of charges against the property, and her inability to pay? and the management of the ~~property by~~ Mr. Ogden of the property, as spoken of by you?

189.

Answer— It occured in course of our conversation about the property, and in regard to the management of the property—

Int. 6th— Are the letters now shown to you dated July twenty-ninth, August fifth, and August twenty-seventh, Eighteen hundred and fifty two, letters addressed by you to Mr. Marshall and which letters spoken of in your direct examination, are replys?

Answer— Yes— the letters now shown me, and marked Exhibits Numbers One, Two, and Three are letters addressed by me to Mr. Marshall, and one part of the coresponden~~ce~~ referred to in my direct examination—

(1, 2 & 3)

Int. 7th— Have you read letters? if so, finding no

190.

allusion to any price having been named by you for the property may you not be mistaken in having offered any definite sum for the property to Mr. Marshall?

Answer— I named a sum which I told Mr Marshall, I was willing to give for the property but no terms were mentioned—

Int. 8th "— Did you in the summer or spring of Eighteen hundred and fifty two, make in writing or parole, a proposition to sell to Mr. Ogden your interest in the property? if so, at what price?

Answer— I never made him any proposition at any time whatever—

190. Int. 9th "— In your letter of July twenty ninth, you speak of difficulty in selling at fair prices owing to causes named to you" (Marshall) what causes did you refer to?

Answer— The cause was the condition of the contract with Mr. Ogden—

Int. 10th "— Were you and Mr. Ogden at variance at that time, in regard to his management of the property?

Answer— We were and had been from the rendition of the first account by Mr. Ogden—

Allen Robbins—

Subscribed and sworn before
me, this 31st day of March, A.D.
1854— W. Kimball, Clerk

Exhibits referred to in the foregoing Deposition of Allen Robbins.

"Exhibit I."

Erie August 2nd 1852.

A. Robbins Esq.
Chicago –
Dear Sir,

Yours of the 29th Ult is received – I have not seen Mrs. Wight since I was at your City, but have written her my views in relation to her property, and suggesting
191. to her the propriety, and in fact the necessity of her making sale of her interest – as I think it is the only means of her realizing anything from the property during her life – The amount against it as large and continually increasing – she cannot raise means to redeem it without selling – I have laid the whole matter fairly before her – and requested an answer – which I have not yet received – my letter may not have reached her directly, as she is not permanently located any where but amongst her friends in New York and Connecticut – I expect to hear from her as soon as my letter reaches her – if she proposes to sell, I will communicate with you at once – you shall have the first offer

Your's truly,
James C. Marsh

"Exhibit J."

Erie August 9th 1852

A. Robbins Esq.

Chicago

Dear Sir,

Your's of the 5th inst is received, I also received a letter on the same day from Mrs. Wright she will be here before long, and conclude upon what course she will take in relation to her interest in the Chicago property - I think she would prefer trying to raise the money from some of her friends upon a loan to redeem the property, to making sale when she comes here, we will conclude upon the course she will take -

192.

If Mr. Smith, who bought the water lot, in which she has dower, will pay her three hundred dollars, she will release her dower in the lot - if you should see Mr. Smith, it might confer a favor on him to communicate it to him -

Respectfully

Your's &c.

James C. Marshall

"Exhibit K."

Erie August 31. 1852

Allan Robbins Esq.

Dear Sir,

Your's of the 27th inst

is received – You did not give me Mr. Ogden's valuation of the Wight property, nor have I any recollection of seeing it – you showed me the statement of his account, and pointed out your objections to it – and I looked it over and handed it back to you, and I think that was the only paper I looked at –

I thank you for the information you gave me in re-
lation to what the purchaser of the Water lot of
Mr. Smith said to you as to paying Mrs. Wright $30
I had a letter a few days since from a Mr. S. Mas-
193. who said he had purchased the lot – and would
give $200 for Mrs. Wright's release of dower – Mrs. W.
needy, and wants all that she can honestly get on
of her property – I will see her on the tenth of next
month, and learn from her her views in relation t
her interest in the other property – Why Mr. Ogden do
not furnish me a statement of the account with
the property, I do not know – he has not furnished
one for more than one year – I wrote him some tim
since to furnish me with the statement –

Yours truly
James C. Marshall –

"Exhibit. No 3."

Chicago August 27th 185

James C. Marshall Esq.
Erie Pa.

Dear Sir,

Your favor of 21st, came to
hand in due course – As you omitted the initial

Exhibit No 3. Referred to in Allen Robbins deposition
W. Marshall, Clk

letter of Mr. Smith's name, I did not know to wh
to apply- I applied a few days since, to Mr. Willard
Mr. George Smith's partner, and he informed m
that Mr. Smith had sold the lot referred to you
in your favor to a party here, subject to the Widow
dower, and he would send the purchaser to me
the party called and said as he was soon to im
prove the lot, he would pay the $300, remarking
that he considered the amount too large, and
that he had sent by a party going to Erie, instru
tions to buy the dower right, but limited to a low
er figure-

194.

He, at my suggestion, said he would call again
and give me a description of the lot, that you
might draft a release in proper form-
I write to give you this information, thinking
he may attempt a purchase at a less sum, as
he has not since called on me- Yours truly

Allen Robb

P. S. Did I give you Mr. Ogden's valuation o
the Wight property? I cannot find it among
my papers- if you have it, please send it to me-

James C. Marshall Esq. Chicago August 5th 18

Erie Pa

Dear Sir,

Exhibit No 2.

I am obliged by your fa
vor of 2nd inst- If you think it advisable to n
gotiate with Mrs. Wight by direct application

I can supply a very trusty person, my brother in-law, who resides in Connecticut, to ascertain her views and terms, subject however to your approval,

I presume that she would desire that the value of her interest, whatever it may be, should be so secured, as to provide for her an ample yearly income, this however you could probably satisfactorily arrange for her,

From some movements here, I infer that the Rail Road Co. which I named to you as probable purchasers, have decided on other grounds for their depot.

195 Some lots in Wabansia Addition have been quietly purchased, and negotiations for others are pending.—Yours Respectfully

A. Robbins

Exhibit No 1.

Chicago July 29th 1852

D. C. Marshall Esq.
Erie Pa.

Dear Sir.

When you was here, you suggested that Mrs. Wight would sell her interest in the "Wight Estate." My object in now writing is to ascertain if you have consulted her on the subject, and can you give me her views as to price and terms of payment.

If she is not now prepared to name terms

I would esteem it a favor if she would, when prepared to sell, give me the refusal, or at all events, consult me previous to selling-

I am not very desirous of purchasing, as it is difficult at the present moment to make sales at fair prices of the property, owing to causes I named to you, but if I owned her interest, I could better protect my own, by having a division of estate on fair terms with Ogden, and taking into my own hands the charge of my portion and thus relieving it from Ogden's exclusive Charge.-

Yours truly

A. Robbins

196.

Deposition of George Steele

Int. 1st.- What is your name, age, residence and occupation?

Answer:- My name is George Steele, my age is in the neighborhood of sixty years.- I reside in Chicago- I am a general trader, a produce dealer-

Int.- 2nd:- State whether you know the parties to this suit?

Answer:- I know them all.

Int. 3d:- State whether or not you were present at any conversation between the defendant and any other person or persons, in which the sale of any

land by William B. Ogden to John Bradley and
A. Hyatt Smith, was the subject, and when and
where the same took place, who were present, and
what was said, and what land was referred to.
Answer— I have not had any conversation
with the defendant, in relation to any lands
sold to Bradley and Smith, by William B. Ogden.
Int. 4— Were you present at any conversation betwe
the defendant in this cause, and any other per-
son or persons, in relation to any land owned by
him alone, or jointly with Mr. Ogden or others? If
so, state particularly—
197. Answer— I was in Mr. Tinkham's office one day
two or three weeks before Hyatt Smith, Sloan and
others, or the Chicago Land Company purchased
the land— Mr. Tinkham called my attention on
the map to a piece of land called the Sheffield
Tract— I know where it is and all about it, but
cannot give the discription— I remember now it
was marked on the map "Wight's Addition"— Mr
Tinkham said to me "Don't you want to go into
a speculation in this land"— A few days after
this, I was walking in the street, near Tinkham's
office, and met Mr. Robbins— I told him Tinkham
and I thought of purchasing, and asked him if
he did not want to sell this piece of land, and
what was his price for it— He said Mr. Ogden had
the selling of it, and asked a hundred thousand

dollars for it. We stepped into Tinkham's office and had some further conversation in relation to it, in the presence of Mr. Tinkham. I urged him for a reduction, and said the price was too high. He said if I wanted a reduction, I must go to Mr. Ogden, for he had the selling of it. I believe that ends the conversation that I heard.

Cross Examined.

Cr. Int. 1. State as nearly as you can the month and year, when the conversation above detailed took place.

198. Answer. I cannot swear positively to the month or year, without reference to certain transactions upon my books.

Cr. Int. 2. State as nearly as you can, the season when this conversation took place.

Answer. I think it was in the Summer or Spring, but cannot say certainly.

Cr. Int. 3. When was your attention first recalled to this conversation?

Answer. It was a couple of years ago.

Cr. Int. 4. Do you know anything about the organization of the Chicago Land Company, so called?

Answer. I do not know anything about it further than that I was asked if I did not want an interest in it, by Mr. Tinkham, Chapin and Sloan, about the time of its organization.

Cr. Int. 5. Did this conversation with Mr. Robb

take place before or after you were applied to, to tak
an interest in the Chicago Land Company?
Answer— I think it must have been after, but
won't be positive—
Cr. Int. 6— Give your best recollection as to the yea
when that conversation took place—
Answer— It was not less I think than four ye
ago, and may be five— There are memoranda y
on my books, by which I can tell the year, and
very near the month—
Cr. Int. 7— Did you have any personal knowledg
about the sale from Ogden to Bradley and Ayr
199. Smith?
Answer— Nothing but what I got from conver
sation with those interested in the Company—
Cr. Int. 8— Did you ever call upon Mr. Ogden in
reference to the purchase of this land?
Answer— I never did—
Cr. Int. 9— Did you have any serious intention o
purchasing this land, or any part of it, at the
time of this conversation with Mr. Robbins, and
did you make any offer for said land or take
any other steps towards the purchase of said land
than what you have mentioned?
Answer— I intended to buy it if price and terms
suited me, but I made no offer and had no
further conversation with any person—
Cr. Int. 10— How long did the interview last whe

you had with Mr. Robbins, at the time of this
conversation?
Answer— It was very brief, from five to ten minu
Cr. Int. 11— Did you make any memorandum
of the conversation at the time?
Answer— I did not—
Cr. Int. 12— Can you say that your attention was re
called to it, till after three or four years?
Answer— I think my attention was recalled to it so
time after it, when Mr. Robbins was called upon
give a deed—
Cr. Int. 13— Have you never or have you ever had an
200. connection with the Chicago Land Company, o
have you ever held or owned, or been interested in di
rectly or indirectly, any of the stock or shares of sa
Company?
Answer— I have held that stock as collateral sec
rity, and I believe I once took forty or fifty shares to d
gradate a debt due me, from some one of the C
pany, I do not hold any now, in any way—
Cr. Int. 14— When did you part with the stock whic
you held?
Answer— About a month, or six weeks ago—
Cr. Int. 15— To whom did you transfer it, and was th
transfer an absolute and unconditional one or do
you expect to take the stock back again?
(Objected to so far as it asks about any expectation
he may have)

Answer— I sold it to Mr. Wilkins unconditionally
Cr. Int. 16— Did you, or not, transfer said stock
to Mr. Wilkins to enable you to be a witness in th
cause, and do you not intend or expect to have
the said stock re-assigned to you?
(Objected to so far as it asks about any intention
and expectation)
Answer— I transferred the stock absolutely, to e
able me be a witness in this cause— but I mad
no condition for its re-transfer— Mr. Wilkins is
my son-in-law—
Cr. Int. 17— Do you know anything about any ne
201. gotiations for the purchase of this land by Mrs.
Vallette of Cincinnati?
Answer— I do not—

Direct Examination resumed—

Int. 5— What consideration did Mr. Wilkins
give you for the transfer of this stock?
Answer— He gave me his note for forty five cen
on the dollar, or thereabouts—
Int. 6— Do you still hold that note, and is tha
the fair market value of that stock?
Answer— I still hold the note, and I believe tha
is about what the stock cost me—
Int. 7— State whether or not you have refres hed
your recollection since your cross-examination,
from any data in your possession, as to the time
when the conversation with the defendant

referred to by you took place, and whether you ca
now fix the date of the same, with accuracy
and certainty - and what is said date?
Answer - I have refreshed my recollection as t
the date of said conversation, and can speak
positively to the date within a month or two -
it was between May and August, 1852 -

Cross Examination Resumed -

Cr. Int - 18 - To what data or memoranda have
you referred, by which you have refreshed your
recollection?
Answer - I sold Mr. Henry Smith, some three
202. lots in Wabansia Addition, in July, 1852 - Mr
Smith had spoken to me several times about
buying these lots - It was about this time that
it came out that a company called the Chica
go Land Company, were buying large tracts of lan
and I know that it was just before this, that
I had the conversation with Mr. Robbins - I sus
pected that Mr. Smith wanted to buy this land
of me, for the company, and this circumstance
fixed it in my memory -
Cr. Int. 19 - To whom did you convey the three
lots of land refered to in your last answer?
Answer - I made the contract to Mr. Henry Smith
but don't recollect who I deeded to, I think to M
Smith -
Cr. Int. 20 - Why were you unwilling to sell

those lots to the Chicago Land Company.?
Answer – These lots were so situated that the Railroad would want them for a Depot – I thought that if the Land Company had them, they would take advantage of this, and sell them at a high rate, to the Railroad Company – I felt interested in the Railroad Company, and wished them to get it cheap –
Cr. Int. 21 – Did you express to Mr. Robbins any opinion about this Land Company, about the time of its formation, in the Summer or Fall of 1852 and what was such opinion.?
203. Answer – It is very likely that I said they had swindled the Railroad Company out of profits that would be derived by their various purchases
Cr. Int. 22 – Do you know who were the principal persons instrumental in forming the Chicago Land Company.?
Answer – Nothing of my own knowledge –
Cr. Int. 23 – Do you know whether or not, Mr. William B. Ogden, took any interest in the formation of said Company, or in making purchases for its benefit.?
Answer – I do not know –
Cr. Int. 24 – Do you know of any purchases of property made by Mr. Ogden for said Company.?
Answer – I do not – Geo. Steel –
Subscribed and sworn to before me
this 24th day of January, 1859 –

Deposition of Henry Smith.

Int. 1st. What is your name, age, residence and occupation?

Answer. My name is Henry Smith, my age is about sixty. I am a resident of Chicago, my occupation is dealing in land.

Int. 2 and 11. State whether or not you have had any negotiations with the defendant in this case, in relation to land held by him jointly with William B. Ogden and Jane E. Wright, or with others, when such negotiations took place, what passed between you and the defendant and to what land did they relate?

204.

Answer. In the latter part of the Summer or Fall of 1851. I met Mr. Robbins. I sought an interview with him to get his terms, to find out if I could purchase his interest in the Wright property. His interest, as I understood from conversation with him, was one third, the other owners being William B. Ogden and Mrs. Wright. on my application, Mr. Robbins offered to sell his interest for seventeen thousand dollars, on the usual time, one fourth cash, before he left for New York. I had another interview with Mr. Robbins upon the same subject. I should think some fifty or sixty days afterwards. In that I asked him to increase the payments and increase the time, to increase the number of payments to

six, and adding two years time - Robbins consen-
ed to make five payments and add one year's
time, but said he should charge a thousand
dollars more principal - I did not purchase the
land, I failed to raise the money for the first
payment, and consequently did not purchase
the land - The lands to which have referred are
some lots in Wight's Addition, and the then un-
sold portion of the North East quarter of section
five in town thirty-nine Range fourteen East -
also the unsold portion of the East half of the
South East quarter of the same section, and North
205. of the Chicago River -
Int. 3rd - Did you at any subsequent time
have a conversation with the defendant, in re-
lation to this land, and if so, state when and
where the same occurred, what passed, and wh
was present -
Answer - The following Spring or Summer when
Mr. Robbins returned from New York, I met him
am not positive where the interview took place,
but think it was in Burch's Bank, in the
back room - I said to him you have made a bette
sale of that land, than if I had been the purch-
ser - Mr. Robbins made some reply, but I don't re-
member what it was -
Int. 4th - State to the best of your recollection, t
reply which Mr. Robbins made to your remark

a what was the substance and nature of the
reply?
Answer— It appears to me that Mr. Robbins sai
that the price of land had advanced during th
Winter and Spring, and was likely to advance
more—
Int. 5th— Did Mr. Robbins in that conversation
express any disapprobation of the sale to which
you refered? (objected to as leading)
Answer— I don't recollect that he did—
Int. 6th— Did he say anything further in referen
to the sale, than what you have stated?
206. Answer— Not to me, our conversation was very brie
Int. 7— What sale was refered to, in your conve
sation with Robbins?
Answer— When I talked with Robbins, I suppos
ed that a sale had been made, or was in con
templation, of the whole Wright property, to Broa
ley, Hyatt Smith, Sloan and others—
Int. 8— Was, or not, the property spoken of in th
conversation as having been sold, the same prope
ty for which you negotiated with Robbins, in th
preceding Fall and Winter?
(objected to as leading)
Answer— The same property, but not the same
amount of interest— Henry Smith—
Subscribed and sworn to before me,
this 24th day of January, A. D. 1859.
Edward W. Smith, Notary Publ

Testimony on the part of the Complainants, with certain admissions &c. given in open Court -

Certificate.

Charles Butler
John R. Chapin
Walter S. Turner
Mahlon D Ogden
vs
Allen Robbins

Circuit Court of Cook County -

Of the April Term, A.D. 1865

This certifies that at the hearing had before me in the above entitled cause. Edwin H. Sheldon

207. was produced and offered as a witness by and on behalf of the said Complainants

The Counsel for the said defendant then and there objected to receiving the testimony of this witness for the reason that he was interested in the result of this suit,

The said objection was overruled by the Court. and to this decision the Counsel for the said defendant then and there excepted.

The said witness being duly sworn testified as follows, to wit;

I have no interest in the matter in controversy in this suit. I have sold my interest or share

in the commissions received by Ogden Jones & Co for the sale of this property to Charles R Sheldon for one thousand dollars. I gave a deposition in this cause a few days ago. The testimony I then gave is correct & I wish however to correct my statement in reference to the extent of the water front. upon examination I find it is four-fifths of a mile.

208.

Cross Examined.

"As a member of the firm of Ogden Jones & Co I was entitled to a share in the commissions of ten thousand dollars for the sale of this land. we charged the property with these commissions. The money went into the general funds of the firm like any other moneys. The firm of Ogden Jones & Co have never had any settlement of their concerns I was in the habit of drawing money from time to time as I needed it. I have received $1000. from Charles R Sheldon for my share of the commissions

on this sale- My share was one third. None of the money received for these commissions now remains in specie in the hands of the firm"

It was now agreed by the counsel on both sides, that the deposition and bill of sale attached thereto heretofore given by the said Edwin H Sheldon, and now on file in this cause, should be read in evidence in connection with the oral testimony above detailed without further interrogating the the witness to have the same effect as though now taken in open court, subject however, to the objection taken by defendants counsel to the competency of said witness—

209.

I further certify that the motion made by the defendants counsel to suppress the deposition of William B Ogden, for the reason that he is interested in the result of this suit, was sustained by the Court

In this decision the said complainants by their Counsel then and there excepted.

I further certify that the due execution by the parties thereto of the various deeds and other instruments filed as evidence in this cause was admitted by consent of Counsel without proof.

George Manierre (seal)
Judge 7th Judicial
Circuit Ills

210.

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Bill of Sale of Edwin H. to Charles R. Sheldon.

This agreement, made this 12th day of April, 185[illegible] at Chicago, Cook County, whereas certain commissions are due to the undersigned, Edwin H. Sheldon party, hereto of the first part, upon the sale to John Bradley, and A. Hyatt Smith, of the Chicago Land Company, of certain premises known as the Wright property, and which said sale was made by Wm. Ogden, acting for himself and Allen Robbins, and Jane E. Wright, in or about the month of Novembe A.D. 1852. And whereas the commissions due to the said party of the first part upon the amount

211. of the purchase money, for the interest of said Allen Robbins in said premises, have not been drawn by said party of the first part, but are wholly unpaid and stand credited to commissions on the books of Ogden, Jones & Co. and amount to the sum of One thousand, One hundred and Eleven dollars, and Eleven cents— now this agreement witnesseth, that for and in consideration of the sum of One thousand dollars, to the said party of the first part in hand paid, by Charles R. Sheldon of Chicago of the second part, receipt whereof is hereby acknowledged, said party of the first part doe hereby transfer, and assign his said commission upon the sale of the interest of the said Allen Robbins, in and to the said Wright property, and all right and claim of him, said party of the first part, in and to said commissions, or any pa

a patio thereof. As witness the hands and seals of said parties, the day and year first above written—

Edwin H. Sheldon (seal)

Witness, Charles R. Sheldon (seal)

John A. Cutler—

Deposition of Edwin H. Sheldon—

Int. 1st— What is your name, age, residence and occupation?

Answer— My name is Edwin H. Sheldon—I reside in Chicago—my age is thirty seven years—I am engaged in the land agency business, I am one of the firm of Ogden, Fleetwood & Co.

212. Int. 2— State whether or not you know anything of the papers on pages two and eleven in the Bill filed in this case, and if so, whether or not the successors of Ogden & Jones were consulted in reference to the sale of the property specified in the agreement on page 2. and following, whether or not they acquiesced in said sale and approved thereof, and what passed in relation thereto—

(objected to as incompetent)

Answer— I was one of the firm of Ogden, Jones & Co. in 1852— which firm were the successors of Ogden & Jones— I was in the office of Ogden and Jones, at the time of the execution of the contract between Ogden, Robbins & Marshall, set forth on page 2. and following, in the Bill— In the Spring of 1852. when Sloan and Bradley and others

applied to purchase the unsold portion of the
Wright property, I was present Mr. William B.
Ogden, Mahlon D. Ogden and myself, consulted
as to the price to be asked for the property, and
was finally fixed, after several days consultation
When the property was offered to Bradley and
other parties who were his associates, I was absent
from the office more or less, on account of sickne
in my family, from the middle of June, althou
in town - I understood at that time, that the o
fer for the sale of the property, had been accepted
213. I was not present at the time of the execution
of the contract, to Bradley and Smith, I assented
to and approved of the sale - Mahlon D. Ogden
also assented to and approved of the sale we w
at that time all of the firm of Ogden, Jones & C
and we left William B. Ogden to act for us in
the matter, under our assent and approval -
Int. 3 - Do you know anything of the value of th
property at the time, and was the price paid the
for, a fair and honest price?
Answer - I was acquainted with the property a
the time, and its value, and think the price at
which it was sold, was its full value at the time

Cross Examined -

Cr. Int. 1 - State whether or not this property and
real estate generally advanced rapidly in value
in Chicago, in the years 1852 and 1853. and whe

a not the property in question is not now worth
four or five times the price agreed upon with
Bradley and Smith. Where is said property loca
ted, how much of it fronts upon the river, and
is the river navigable along the extent of the r
er front - about how many acres are there in al
embraced in the contract to Bradley and Smith
and state whether or not any Railroad has bee
laid out and completed through it, and if so, whe
was the road located and built.

Answer - Property did advance a good deal in 185
and 1853 - more particularly in 1853 - The proper
214. is now very much more valuable than it was
1852 - perhaps worth four or five times as much
as it was when it was sold. Said property is loca
on and near the North Branch of the Chicago
River - from a mile to a mile and a half from th
forks of the river - the nearest about a mile. The
is, I should say, a little more than half a mile
fronting on the river on both sides - The river is
navigable for vessels drawing from seven to eight
feet of water I think, the entire distance - There a
about two hundred acres between the river and
the lake, and about twenty acres on the west si
of the river - Bradley and his associates commenc
the construction of the Illinois and Wisconsin Ra
Road, now called the Fond Du Lac. I should thin
in the Fall of 1852. The Track ran across the sou

west corner of the 20 acres lying on the West side of the river, the Fond Du Lac. and the Chicago and Milwaukee Roads run their tracks across the 20 acres. the latter road was commenced & I think, in the fall of 1853. and winter of 1854. There is no Railroad on the land east of the river. Int. 2. By whom were the negotiations with Bradley and Smith, for the sale of this property conducted?

Answer. By William B. Ogden, in our office.

Cr. Int. 3. When was said contract reduced to writing and where was said contract executed?

215. Answer. I have no personal knowledge.

Cr. Int. 4. Were you or not, absent from Chicago, during part of the season of 1852. If so, when did you leave, and at what time did you return? state if you please, where you were during the interval.

Answer. I left Chicago in August, 1852. and returned in September, 1853. Most of the time I was out of the country.

Cr. Int. 5. Have you any knowledge of the particular terms of the contract, made by Mr. Ogden and Bradley and Smith, save that which you have derived since your return in 1853. from conversation with various parties and from examination of the contract.

Answer. I have not.

Cr. Int. 6. Did you know at the time you left Chica

in August 1852. anything in relation to any written instructions given by Mr. Robbins about the sale of this property-

Answer- I did not-

Cr. Int. 7- Were you, or either of the members of your firm, in any way connected with the association called the Chicago Land Company, in the year 1852- or did you, or either of the members of your firm, have any interest in the purchases made by Sloan, Bradley, Smith and others, for and on account of said association-

Answer- I did not hear the subject of a Land Company mentioned in 1852- I did not, nor did either of the members of the firm have any interest in the contract made with Bradley and Smith for the sale of the property-

216.

Cr. Int. 8- Did your firm afterwards assume the agency and management of this property for the Chicago Land Company?

Answer- William B. Ogden, Mahlon D. Ogden and Edwin R. La Bar were the Trustees of the Chicago Land Company- they transacted the business through our firm- the accounts of all their property were kept with Ogden, Jones & Co-

Cr. Int. 9- Did you ever sign any contract or memorandum of the sale of this property to Bradley and Smith, or any power of attorney to Mr. Ogden, authorizing him to act for you, in relation to it- or have

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you in any way, in writing, ratified the contract by him made? if so, when?

Answer— I did not ever sign any such contract or memorandum— I executed a general power of Attorney to Mr. Ogden, authorizing him to act for me in every case, at the time I left in 1852— I have never in writing, satisfied the contract made by him—

Cr. Int. 10— Did not the firm of Ogden, Jones & Co succeed to the management, and assume the supervision of this property, keep and render accounts touching all receipts and disbursements on account thereof, after the first of July, 1850. when you and Mahlon D. Ogden were admitted into the firm?

217. Answer— They did— Edwin H. Sheldon

Subscribed and sworn to before me,
this fifth day of April, 1859—

E. W. Smith, Notary Public

Defendants Counsel objects to the reading of the foregoing deposition, on account of the interest of the witness

Agreement of Madly & Smith

Whereas William B. Ogden, acting for himself, and for Allen Robbins, and for James C. Marshall, trustee of Jane E. Wright, under and by virtue solely of authority vested in said Ogden, by an indenture and contract made between said Ogden and Robbins and said Marshall, Trustee as aforesaid, bearing date No

218.

31st 1847. has this day concluded a sale of all
the unsold portions and balance of the premises
named and described in said indenture and
contract of May 31st 1847. to John Bradley and
A. Hyatt Smith, as by reference to the contract of
sale with them of this date, will more fully ap-
pear and whereas there was included in said sa
to said Bradley and Smith, one acre of ground he
tofore contracted by said Ogden, acting for himself
and the other parties above named, to Hiram Joy,
for fifteen hundred dollars, or thereabouts - said a
cre being situated on the North Easterly side of th
North Branch of the Chicago River, and next a
and adjoining the two acres heretofore sold to C
H. Gray by said Ogden as aforesaid, for a more
particular description of which acre contracted
said Joy, reference is made to the contract with
him for the same -
Now it was agreed in the making of said sale
to said Bradley and Smith, between them and
the said Ogden, that they should carry out and
fulfil the condition of the said contract with sa
Joy, and upon his making the payment to them
therein stipulated to be made by him, they shoul
make him a proper deed and conveyance of the
title to said acre, or cause the same to be made to
him, his heirs or assigns - The said Bradley and
Smith hereby assuming the obligations of said

contract of said Ogden as aforesaid with said Dey, as fully in every respect, as if made originally by them with said Dey

To all of which they bind themselves, their heirs and their legal representatives. Nov. 10th 1852

In presence of
S. N. Fleetwood
by A.S. Smith

John Bradley (Seal)
A. Hyatt Smith (Seal)

And thereupon, on the same day and year last aforesaid, to wit: on the second day of May
219 AD 1859, the said defendant, by his Solicitors, introduced as witnesses in said cause, Edward A. Drummond & John P. Clements, a certificate of whose testimony, as well as of other facts, signed by the Judge of said Court and filed in said cause, is in the words and figures following, to wit:

Judges Certificate.

Charles Butler, John P. Chapin
Walter S. Gurnee & Mahlon D. Ogden
vs
Allen Robbins

Circuit Court of Cook County of the April Term A.D. 1859

This certifies that at the hearing had before me in the above entitled cause, Edward A Drummond was produced and offered as a witness by and on behalf of the said defendant

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who being duly sworn. testified as follows. to wit:

"I am deputy clerk of the united States Circuit Court for the Northern District of Illinois. The papers now produced and exhibited by me are the original bill and answer files in the said United States Circuit Court in a certain suit in Chancery now pending therein, wherein Robert J Walker is Complainant and William B. Ogden and Mahlon D Ogden are defendants. I have also certified copies of said bill and answer
220. which have been furnished at the request of the defendants in this Cause".

I further certify that at the said hearing John D. Clements was produced and offered as a witness by and on behalf of the said defendant. who being duly sworn. testified as follows to wit:

"I know Robert J Walker. The signature of Robert J Walker to the original bill filed in the suit. Robert J Walker vs William B. Ogden and Mahlon D. Ogden. pending in the United States Circuit Court. which is now here exhibited to me. is his genuine signature. He signed and made oath to said bill before me. as United States Commissioner".

I further certify that the signatures of

William B. Ogden and Mahlon D. Ogden to their answer above referred to, were admitted to be their genuine signatures by the Counsel for the Complainants, without further proof.

Whereupon the Counsel for the said defendants offered the said bill and answer in evidence in this cause.

To this evidence the Counsel for the complainants then and there objected, for the reason that the same was incompetent. This objection was sustained by the Court, and the evidence was
221. rejected. To this decision of the Court, the Counsel for the defendants then and there excepted.

The certified copies of the said bill and answer above referred to, were then put on file in this cause, and it was agreed by Counsel upon both sides that the said copies should for every purpose connected with this case, be held and considered as of the same force, competency and effect, as the original bill and answer, for which they are, by consent substituted.

I further certify that the motion made by the defendants' counsel to suppress the depositions of John Bradly and George Steele, for the reason of their interest in the event of this suit, because they are parties in interest and would be entitled to some benefit from the proceed

if the Complainants should obtain a decree, was overruled by the Court, and to the decision the said defendant, by his Counsel, then and there excepted,-

I further certify that by agreement of Counsel upon both sides, a certified copy of a certain agreement dated September 3d 1851. signed by John Bradley Edwin F. Johnson. John B. Macy. A. Hyatt Smith. R. J. Walker and Wm Sloan, and which is attached to the deposition of S. H. Fleetwood. files in the case of Robert J. Walker vs Wm B. Ogden et al in the U. S. Circuit Court was introduced and read in evidence
222. at the said hearing, by, and on behalf of the said defendant, and the signatures thereto, were admitted to be genuine-

It was also agreed that the said certified copy should be held and considered as of the same force, competency and effect as the original agreement, for which it was by consent substituted.

George Manierre {Seal}
Judge 7th Judicial Circuit, Ill.

And thereupon, on the same day & year aforesaid said defendant produced & offered in evidence copies of the bill & answer referred to in said certificate, together with certain depositions & Exhibits & other documents in writing, in the words & figures following,

Copy of Bill-

To the Honorable Thomas Drummond, United

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States Circuit Judge for the Northern District of Illinois—

Robert J. Walker, of the City of New York, and a citizen of the State of New York, brings his Bill against William B. Ogden and Mahlon D. Ogden of the City of Chicago and both citizens of the State of Illinois—And thereupon your orator complains and says, that early in the summer of the year 1851. your Ora to being convinced, from the extension of railroa and other causes, of the great enhancement tha must take place in the value of real estate in and near the City of Chicago, suggested the for
223. mation of a company to purchase land there—in consequence of which suggestion, preliminary ar ticles of association dated September 3rd 1851 pro viding for such purchases, were drawn up by yo orator, and signed by him, and by John Bradley Edwin F. Johnson, John B. Macy, A. Hyatt Smith and William Sloan, that on or about the 9th da of May, 1852. in further progress of said origina plan of your orator, William B. Ogden, John P. Ch pin, John B. Macy, A. Hyatt Smith, William Sloan, John Bradley, Jacob P. Eastman, Edwin F. Johnson, Albert A. Bliss, William B. Hotchk and your orator, mutually associated themselve together for the purpose of procuring and purcha ing divers tracts of land, hereditaments and prope ty, in and about the City of Chicago, for the joint

benefit and advantage of the said several person
last above named, according to their respective
rights and interests in the premises - which said
lands, hereditaments and property, it was then an
there agreed, should be held in the name or nam
of one or more of the said several persons, as trus
tee or trustees for the benefit of the whole, accordin
to their respective interests therein as aforesaid, for
the purpose of facilitating the operation of said
association - that subsequently, the said associatio
contracted to purchase, and did purchase, partly,
224. the name of your orator, certain tracts and lots of
land, situate in or near the City of Chicago, which
are more particularly described in a certain inden
ture of agreement bearing date the 2nd day of
May, A D. 1853. hereinafter referred to - And your
Orator further shows that on or about the 2nd day
of May, A D. 1853. a certain indenture of agreemen
and association were entered into between Eli Thu
tendon, A. Hyatt Smith, Charles Butler, William
Sloan, John Bradley, Jacob P. Eastman, John P.
Chapin, Edwin H. Johnson, Albert A. Bliss, Willia
B. Holcomkis, and your Orator, as Shareholders, and
William B. Ogden, Mahlon D. Ogden and Edwin
H. La Bar (who has since deceased) trustees ap
pointed under the said articles of association to ma
age the affairs of said association, which said
association was by the articles aforesaid, to be

known and styled as the Chicago Land Compa
ny, as by reference to the copy of said articles of a
sociation herewith attached, marked exhibit "A"
and prayed to be taken as a part of this Bill of
Complaint, will more fully and at large appear.
And your Orators further show that at the date
last aforesaid, but a portion of the purchase mone
for the tracts and lots of land, mentioned in said
articles of agreement, had been paid, and that
there were considerable sums remaining to be paid
thereafter, when the same should become due ac
cording to the terms of purchase in each case, as by ref
erence to said articles of association will appear, and
225. your orator further shows that by said articles of a
greement, it was provided that all pur purchases
of land and lots by the said association, should b
vested in said trustees for the common benefit of
said association, and that all subsequent purcha
es of land and lots, should be made in the name
of said Trustees for the same object. That the said
Trustees accepted the said trust and took upon
themselves the execution thereof. That by the term
of said articles of association, its capital stock was t
be at that time, One million, eight hundred thou
sand dollars divided into eighteen hundred shares,
of one hundred dollars each, and declared to be per
sonal property, and representing the estimated
value of said lands held and owned, or to be subsequ

acquired by said association, divided as follows a
among the shareholders—

Robert J. Walker,	1500 shares	$150.000, 0
Eli Chittendon	1500 "	150.000. 0
A. Hyatt Smith,	1500 "	150, 000, 0
Charles Butler,	1500, "	150, 000, 0
William Sloan,	1500 "	150, 000, 0
John Bradley,	3/50 "	3/5. 000, 0
Jacob R. Eastman	1500 "	150, 000, 0
John P. Chapin,	1500 "	150, 000, 0
Edwin R. Johnson,	7/50 "	7/5, 000, 0
Albert A. Blis	7/50	7/5, 000, 0
William Hotchkiss	2250	225, 000, 0

226. And it was further agreed that each of the abo
named shareholders, and their assigns, parties
in interest therein, should provide and pay to th
trustees therein named, his due proportion of all
further payments due and owing, and of all th
expenses incured on account of the land purchased
or which might be thereafter be purchased, for ac
count and benefit of said association, when and
as the same should be called for, by the said Trus
tees, or the survivor or survivors of them, according
to the mode prescribed in said articles of associatio
for the purpose of making such further payments
as might be required to perfect the title to said lan
and lots, in said Trustees, their survivor or survivors
or successors, free and clear of all liabilities, liens,

incumbrances— And it was further made the
duty of said trustees, to see that all such payment
were duly and promptly made out of the funds
so to be furnished by the said shareholders, or their
assigns, and that it should also be the duty of
said Trustees from time to time, to fix and asses
the pro rata amount to be paid by each shareho
er on account of said payments of purchase mo
ey, interest and expenses, as were required, and
that the said Trustees, their survivor or survivors, o
successors, should give to each shareholder, thirty
days previous notice of the time fixed for the pay
ment of such assessments, as might be made by
letter directed and mailed to such shareholder,
227. at his Post Office address— And it was covenanted
and agreed by each of the said shareholders, to pa
all such sum or sums as might be called for by
said trustees, for the time being, upon said share
according to the terms of said articles of association
and also that any shareholder failing to make his
payments as aforesaid, after the same had been
legally assessed, and due notice of the same as a
foresaid, directed and mailed to him as aforesaid,
at his Post office address, should forfeit all his said
shares, right and interest in said association, and
in its property and effects, of every sort and description
except such shares as might have been previously is
sued, to him, for money paid by him, for account of

any purchase made, or expenses incurred for account and benefit of said association, and fu
ther that all shares and interest so forfeited,
should be distributed in pro rata proportion amo
the shareholders, who should have paid their asses
ment, so called for, or to such of them as should
after thirty days previous notice of such forfeitur
by letter from the Trustees, for the time being, directe
and mailed to the respective post-office address of
each, pay the deficit due upon such forfeited
shares- And it was further provided that in case
no shareholder or shareholders should pay within
said thirty days, the assessment due upon such
228. forfeited shares, the said Trustees should proceed
to sell such forfeited shares at public auction
for cash, upon publishing a notice of such sale
in some newspaper in the City of Chicago, fo
ty days prior to such sale, and that such sale
should transfer to the purchasers the shares so sol
and proper certificates in accordance with the p
visions therein named, should be issued to such
purchaser or purchasers-

And your orator further shows that it was provi
ed in said articles of agreement and associaton
that a majority in number and value of said
shareholders of said association, might at any
time prior to the month of June, A.D. 1863. by a
instrument in writing, direct the said Trustees

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for the time being, to sell any part or all of the lands, or property and effects of said association at public auction, after reasonable notice, on such terms and conditions, and at such time as they should in said instrument, specify, and that it should be the duty of said Trustees, on the delivery of said instrument to them, to carry the same into effect, which said instrument should be executed under the hands and seals of the parties - all which will more fully appear by reference to the copy of said indenture of agreement and association, hereto attached, and marked exhibit "A"

And your orator further shows that afterwards on the 19th day of July A. D. 1853. in pursuance
229. of said indentures of association, the said trustees, or some, or one of them, pretending to act with the authority of his co-trustees, made a certain pretended assessment or call upon the said shareholders, payable thirty days after the said date, and that the proportion thus pretended to be assessed, upon your orator, was four thousand, one hundred and sixty-six dollars, and sixty six cents - That some time prior to the date of said pretended assessment, your orator had removed from the City of Washington where he resided at the time of the execution of said last-named indenture of association and had taken up his residence in the City of

New York, that sometime about the middle of the month of September, A. D. 1853. your orator accidentally heard that such pretended assessment had been made and called upon S. H. Fleetwood of the City of New York, the agent acting for said trustees, for the purpose of procuring certificates for 2 shares of stock in said association, which your orator was entitled to by reason of previous payments he had made to said association, and also for the purpose of paying the amount of the said pretended assessment, which he had accidentally learned had been made by said Trustees as aforesaid. That your orator was informed by said Fleetwood, that

230. he would procure for your orator the said certificates for 200 shares of stock, and that he would procure for and deliver to your orator, certificates for 166 shares more of stock upon the amount of said pretended assessment ($4166.66 100) being satisfactorily arranged with said Fleetwood, as agent aforesaid; and your Orator states that in a few days afterwards to wit about the 7th day of October A. D. 1853. he was informed by the said Fleetwood, acting under the direction of said trustees, that said certificates of stock were ready to be delivered unto your orator and payment received for said 166 shares of stock. That on the following day, your orator called at the office of said Fleetwood, and enquired of him, if he was prepared to receive and would receive

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the acceptances of Ward, Brothers & Co of New York at certain dates specified by your orator for a part of the amount of said pretended assessment, upon your orator paying a portion of the same in money- That the said Fleetwood replied affirmatively, and stated he would receive such acceptances from your orator, in payment of said pretended assessment, provided your orator would pay said Trustee's interest or discount, at the rate of ten per cent on the amount of said pretended assessment from the time it fell due, up to the said 8th & 11th days of October, A.D. 1853. and 10 per cent discount upon the amount of said acceptances from the last named date to the maturity of said acceptances which your orator consented to do, and did pay the sum of $147 78/100 in money, for interest and discount to said Fleetwood, as agent of said Trustee and gave to said Fleetwood, their acceptances of Ward, Brothers & Co. as follows - one for $1042 dated October 8th 1853. payable 60 days after date, one for $1042 dated Oct 8th 1853. payable 60 days after date and one for $2084 dated October 8th & 11th 1853. payable 80 days after date- That the said Fleetwood then delivered to your orator, a certificate numbered 82 for 166 shares of the stock of said association, representing the amount of the said pretended assessment, and which said certificate your orator deposited with said Fleetwood, agent aforesaid, as collateral to said acceptance, and took his receipt

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therefor, a copy of which is hereto attached marke
exhibit "B." and prayed to be taken as a part o
this Bill of Complaint,
And your Orator further states that said Ward
Brothers & Co. required as a condition of their giv
ing said acceptances, that your orator should lea
said certificate for 166 shares, representing the amou
of said pretended assessment delivered unto your
orator, and be by him deposited with the said
Fleetwood, as agent aforesaid, as collateral to said
acceptances and also required that your orator sho
deposit with them, the said Ward, Brothers &
his three certificates of stock amounting to 200
shares, to which he was entitled by prior payment
all which your orator complied with, as will ap
pear by reference to the receipt of said Fleetwood
before refered to, and the receipt of said Ward,
Brothers & Co. a copy of which is hereto attached
marked exhibit "C." and prayed to be taken and
considered as part of this Bill of Complaint-
And your Orator further shows that from time
to time, your orator renewed said acceptances pay
ing ten per cent discount, each time, to said Fleet
wood, agent as aforesaid, and a part of the prin
cipal - such payments having been made, namely in October as above stated, and in the following
month of December, March and April, being in
all the sum of $414.68/100. paid by your Orator, of

239.

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which the sum of $134 was principal, and the sum of $280 68/100 was interest or discount at 10 per cent. on such occasion of renewal, reviving and cancelling the old acceptances that the last acceptances then given, amounting as aforesaid, to $4034. fell due in the month of June, A.D. 1854 and shortly thereafter went to the state of Texas, and did not return to the city of New York, until the month of September following—

And your orator further shows that sometime about the month of October following, your Orator learned accidentally, and was subsequently informed that his stock in said association was pretended to be forfeited, against which act your

233. orator protested, as being illegal and unjust, owning his readiness to pay said acceptances, and interest, upon the delivery to him of his said certificate for 166 shares of stock as aforesaid—

And your Orator further shows that said pretended forfeiture, illegal and unjust in every respect, is alleged to have taken place on the 22nd day of August, A.D. 1854. during your Orator's absence in the state of Texas, without any notice to him whatever in direct violation of the rights of your Orator, in violation of the provisions of said articles of association, and nearly one year after the payment of said money, and delivery of said acceptances to

said Fleetwood, as agent aforesaid, and after the de-
livery of said certificate for 166 shares of stock in said
association, by said Fleetwood as agent aforesaid, to
your orator, and about one year after the said
pretended assessment fell due.

And your orator further is advised and believes that
said trustees had full knowledge of the payment
of said money and acceptances by your orator to their
said agent, and of his receipt of the same in pay-
ment for said certificate for 166 shares of said stock
and of the deliver of said certificate of stock to your
orator, and also had knowledge of the renewals of
said acceptances made from time to time, and
the payment of money by your orator to their said
234. agent, on account of principal and interest and
discount, and made no objection to your orator of
the same, until long after the pretended forfeiture
as aforesaid, of your orator's stock in said associa-
tion, and long after having fully ratified by their
acts, as your orator is advised and believes all said
acts of said Fleetwood by receiving said acceptances
and otherwise.

And your orator further shows that the said Wil-
liam B. Ogden and Macklon D. Ogden, surviving Trus-
tees as aforesaid, received said acceptances from their
said agent, and still hold the same, and that the
money paid to said Fleetwood by your orator, was re-
ceived, as your orator is advised and believes, by said

Trustees, from said Fleetwood, or disbursed by him f
them, and under their direction, for the benefit an
purposes of said Chicago Land Company - and tha
notwithstanding said pretended forfeiture of your
orator's stock, the said Trustees have not returned n
offered to return to your Orator, said acceptances or
money, or any part thereof, but still hold the same -
And your orator also shows that he is informed
and believes, that the firm of Ogden, Jones & Co. tra
acted to a great extent, the business of said Truste
so far as regards the receipt and payment of mon
and also so far as the receipt and discount of pape
was connected therewith, and that said trustees
transact their business in the offices of said firm
235. of Ogden, Jones & Co. in Chicago - that said firm
consists of William B. Ogden, Mahlon D. Ogden,
and Edwin H. Sheldon, (William E. Jones, a former
partner in said firm, and a brother-in-law of
said William B. Ogden and Mahlon D. Ogden, h
ing died sometime about the year 1851. as your ora
tor is informed and believes) - That said Edwin
H. Sheldon is also a brother-in-law of said William
B. Ogden and Mahlon D Ogden, and that said
Fleetwood, as your orator is informed and believes, n
is, and has been for several years, the general and
confidential agent of said Trustees, for the issuing
of certificates of stock, and receiving of payments
in the city of New York, by bills and otherwise, an

making disbursements for said Trustees, at New-
York, and general agent for the transaction of their
business there, and also as your orator is informed
and believes, acting transfer agent of stock by said
Chicago Land Company and Trustees at said City
of New York, and also the general agent of said
firm of Ogden, Jones & Co—
And your Orator also shows that when said ac-
ceptances were given to said Fleetwood by your Ora-
tor for said Trustees, on the 8th day of October, A D.
1853. as before stated, the certificate No 82. for 166
shares of stock, then issued to your orator, and de-
posited by him with said Fleetwood, as agent
for said trustees, as collateral security for said
acceptances was dated Chicago, Illinois, Septembe
22.nd 1853. was signed by all of said Trustees, nam-
ly, William B. Ogden, Mahlon D. Ogden, and Edwin
R. Le Bar, and was in the form as given in ex-
hibit D. hereto annexed, and prayed to be taken
and considered as a part of this Bill of complaint
And your orator shows it will be perceived on ref-
erence to said exhibit, that the said Trustees
acknowledged thereby that your orator was the
proprietor of said 166 shares of stock in said Chi-
cago Land Company, now pretended to have been
previously forfeited, and that they further ac-
knowledged thereby, that said shares had been
paid to them, in full, by your orator, or before said

22nd day of September A.D. 1853. and were liab
to no further call or assessment—
And your Orator further avers that although he
lieved then, and still believes that said Fleetwoo
was the general agent of said Trustees, for the pu
poses before mentioned, yet he would not have pa
him the money on account as aforesaid, or have gi
en him the acceptances on account as aforesaid, u
less the said Fleetwood had produced the said
certificate No 82 as aforesaid, showing his authori
directly from the Trustees aforesaid, in the premi
ses, and unless said Fleetwood had also then de
livered said certificate to your orator, receiving the
same back from your orator, for said Trustees as
collateral security, for said acceptances, as set forth
237. in his receipt heretofore refered to, and marke
exhibit "B"
And your orator further avers that had he enter
tained any doubt as to the authority of said Fle
wood in the premises, or had said Fleetwood d
manded payment in money, of your Orator, yo
Orator already holding 200 shares of stock in sa
Company, which had been fully paid for, and
being entitled to 166 shares more upon the payme
of the amount of said pretended assessment,
making in all thirty six thousand dollars, of sa
stock, and holding also a much larger amoun
of other valuable securities, and property, your

orator would have readily raised the money at once
and paid the amount of said pretended assess-
ment immediately, and therefore any dispute
now (which is not anticipated) as to the author-
of said Fleetwood, would operate as a fraud upo
your orator, and would not be permitted by an
Court of Equity — That said certificate of stock
was issued to and received by your orator in good
faith, and said money paid and acceptances
given, as well by your orator, as by said Ward,
Brothers & Co. on the faith of said signatures o
said trustees, to said certificate, and the deliver
thereof to your orator, and that no Court of Equi
would hear any amount from said trustees, or
238. said shareholders, whom said trustees represente
against the validity of said certificate, and th
delivery thereof as aforesaid, especially for the pur-
pose of exacting a forfeiture —

And your orator further avers that the said pre-
tended assessment, as your orator has ascertained
was wholly illegal and void for manifold reason
among which was the fact that said assessmen
was pretended to have been made on the 19th day
of July, A D. 1853. by William B. Ogden, Mahlon
D. Ogden and Edwin R. Le Bar, trustees, said Ma
lon D. Ogden professing to act under the written
power of attorney of said William B. Ogden and
Edwin R. Le Bar, whereas no written power of

attorney was executed and acknowledged by sa
William B. Ogden and Edwin R. Le Bar, until
the 22nd day of July, A. D. 1853. three days afte
the date of said pretended assessment, which re
quired the conjoint action of all said Trustees—
And your Orator further avers that said power of atto
ney from said William B. Ogden and Edwin R. Le
Bar, to said Mahlon D. Ogden, bearing evidence on its
face of its execution and acknowledgement three da
subsequently to the date of said pretended assessment
must, if intended to apply to assessments, have re
ed to future assessments, to be made after said alleg
assessment of the 19th July 1853. and not to the a
leged assessment prior to its execution and ackno
edgement—

229. And further, that by the articles of association, either
of said Trustees might by his power of attorney, du
executed and acknowledged, constitute, appoint an
authorize his associate trustee or trustees to execute a
deeds, contracts, and other instruments of writing relat
to said Trust— but that no such power of attorney wa
executed and acknowledged by either of said trustee
until said 22nd July, 1853— but that said articles
of association did not confer the authority upon one
Trustee, to substitute another in his place— or autho
ize him to make an assessment (which required
the exercise of judgment and discretion) but only
to perform such ministerial acts as signing deeds,

contracts, and instruments of writing appertaining
to said Trust - withholding absolute or general pow
er - and your Orator further avers, as his informatio
and belief, that the proper examination had not
been made, and the proper facts collected as requi
ed by the said articles of association, to enable said
Trustees properly to make a legal assessment, nor
had any proper consultation upon such reported
facts, ever taken place among said Trustees, or sum
fyied by them on such consultation before said 19
July, 1853. and further your Orator is informed an
believes, that there is no proper evidence or record
properly made up, signed and ordered, that any
240. assessment had been made according to the art
cles of agreement of said association, by the said
Mahlon D. Ogden, on the 19. July, 1853. even had
possessed the power (which he did not) of making
such assessment in the absence of his co-trustees
and further that no legal notice of such assess
ment could have been given on the 19th day of Ju
ly, 1853. by said Trustees, for the reason among oth
er, that at that time no power of attorney had bee
executed and acknowledged by said William D
Ogden and Edwin R. Le Bar, to said Mahlon D
Ogden, to make such assessment and give such
notice -

And your Orator further shows that he is informed
and believes that on the said 19th day of July, 185

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the said William B. Ogden was absent from the City of Chicago, and did not return for about 18 months afterwards, and also at said date, the said Edwin B. Le Bar was, and had been absent for several months, from said City of Chicago, and never returned, having since died; and that therefore, the said William B. Ogden and Edwin B. Le Bar could not have united with the said Marion D. Ogden, in making said assessment, or given said notice.

And your Orator further avers that no injury accrued to the said Trustees, or to any of the shareholders of said Chicago Land Company, from the non-payment in money of the whole of said pretended assessment, at the date the same fell due,

241. or from the non-payment of the whole in money since, if the discounted bills should not be considered as money, because either from the monies paid by your orator, or by the discount of said acceptances as aforesaid, or relying upon the same for reimbursement, amply secured as they were by pledges of stock, the said trustees as they were authorized by the articles furnished, as your orator is advised and believes, all the money that was required for the purposes embraced in said alleged assessments, in fact, your Orator is advised and believes that the amount of money assessed as aforesaid, on the 19th & 11 July, 1853. upon the shareholders

of said association, was not then required, as your
orator is informed and believes, for the purposes of
said trust, and that in any view of the circum-
stances, the advance of said money by said Trustee
and taking said acceptances, was, as your Orator
is advised and believes, exclusively a matter be-
tween your Orator and said Trustees, and in whic
said shareholders had no concern whatever—
And your Orator further shows that in the month
of October A D. 1854. when your Orator first heard
of said pretended forfeiture of his said stock, not
by the trustees, but by persons having no authority
expressed his solicitude to make payment of said
acceptances and money, and receive back said cer-
242. tificate No. 82. but was informed that nothing
could be done until the return of William B. Ogde
who was then soon expected from Europe, and
that after the return of said William B. Ogden
as your Orator believes, in November last, your Orato
expressed to said Ogden his desire to pay the amou
due on said acceptances, and receive his certificat
but that said William B. Ogden, to best of your
Orator's recollection and belief, stated his inability t
comply at that time, with your Orator's said de-
sire, in consequence of an injunction issued by
one Daniel Elston, shareholder in said associatio
restraining him as trustee, from receiving the amou
of said alleged assessment, from your orator, and

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delivering up to him said certificate of stock No 8
And your Orator further shows that late in the
month of March, 1855. he was passing through
Chicago on his way to Wisconsin, he learned for the
first time, in Wisconsin, that he had been made
a party defendant to said bill of complaint filed
by the said Daniel Elston in the Cook County Cir-
cuit Court for the purpose among others, of having your O-
rator's said stock in said association, declared forfei-
ed, although said bill intimates there was no le-
gal, but only a pretended assessment, and that a-
bout the last of March as aforesaid, your Orator
believing that said bill of complaint of said Elston
would be dismissed, and being so advised by his
counsel, that said bill would probably be dismiss-
243. on that day, and the injunction removed, made a
tender to said trustees of at least the full amount
due upon said acceptances, and alleged assess-
ment in American gold in presence of Sudlow,
of the Commercial Bank, and E. R. Hooper, your
Orator's counsel, but not being able to ascertain the
amount of said acceptances, your orator, out of abu-
dant caution, made a tender of four thousand, seve
hundred dollars, which amount was much more
than sufficient to cover the amount of said accep
tances, and 10 per cent interest thereon —
And your Orator further shows that since the
said tender had been made as aforesaid, the said Dani

Elston has dismissed his said bill of complaint against your Orator, as well as against all other parties, and as your Orator is informed and believes, an agreement was had between your Orator's Counsel and the Counsel of the said Daniel Elston, by which it was agreed that for the purpose of speedily testing the right to forfeit the said stock of your Orator, the said Daniel Elston would immediately file in Court at Chicago, a new bill of complaint, to which your Orator's Counsel would at once enter an appearance, and waive service of process. Your Orator resuming to himself the right to proceed in any other Court, against any of the parties concerned, and your Orator is also informed and believes, that about the first day of May last, the Counsel of the said Daniel Elston, with a view to saving the necessity of all further legal proceedings, against your Orator, submitted a proposition to your Orator's Counsel, for an amicable and final adjustment of all controversy in relation to your Orators said stock, and that upon receiving said proposition, your Orator's Counsel in the absence of your Orator, addressed a letter to William B. Ogden, one of the Trustees aforesaid, making enquiry whether if such controversy was amicably adjusted, with said Elston, and all objection on his part withdrawn the said Trustees would deliver up to your Orator

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his said certificate for 166 shares for stock as aforesaid, and that a few days afterwards, the said William B. Ogden and Mahlon D. Ogden, Trustees as aforesaid, called at the office of your Orator's Counsel in Chicago, and informed him that a meeting of the shareholders of said association would take place in a few days, when they would bring said subject matter to their attention, and expressed their belief that there would be no objection on the part of any of the shareholders, but that up to the present time, being nearly a month since the said interview between said Trustees and your Orator's Counsel, they have not notified your Orator's Counsel of the views of said shareholders, and consequently your Orator's Counsel has not submitted the proposition of said Elston to your Orator, for his consideration, nor did your Orator know of such a proposition having been made, until after his arrival in Chicago on the 2nd inst.

245.

And your Orator further shows that the said trustees have proceeded to advertise to sell at public auction, on the fifth day of the present month, at 10 A.M. as per exhibit "C" hereto annexed, three thousand lots embracing a very large and very valuable portion of the lands belonging to said association, and a part of the lands purchased by your orator for the company, that said

sale has been gotten up upon unusually short
notice, and in either violation of the true meanin
of the articles of agreement, which according to the
true meaning, as understood by your Orator, give
no authority to said trustees to make such sale a
this, without having first obtained the written
directions of a majority in number and value o
said shareholders, or of the executive committee, sp
ifying the terms and conditions and time of said sa
And your Orator further shows that it appears by
a notice of said sale, sent to your orator, a copy of
which is hereto annexed, marked exhibit "F." and
praged to be taken as part of the bile, that said
246. trustees contemplate making an arrangement b
which certificates of stock in said association, wil
be received in payment for said lots so advertised
to be sold, an arrangement wholly illegal, and
which during the pendency of the controversy, in
respect to the said 166 shares of stock, claimed b
your Orator, not only for said 166 shares, but also
for more than 1200 more shares of your orator, for
the benefits secured to other shareholders, and w
flict unjust injury, irreparable wrong upon him
except for the small portion of stock held by him
and not contested —
And your Orator also shows that great injustice
and irreparable injury will be inflicted upon him
as a shareholder in said association, if the propo

sale is permitted to take place, from the fact amo
others, that a large sale of Canal Lands and Lot
in and near the said City of Chicago took plac
but a few days since, and that for several weeks
large sales of lots in and near said City, have been
made almost daily, and that is still an un
usually large amount of real estate in the marke
whereby competition has been greatly diminished, a
whereby the said lots so advertised as aforesaid, wil
in all probability be sold at prices far below wha
they would command under more auspicious
circumstances, and upon a more extended notic
And your Orator further shews that the said sa
is about to be made upon unusually short and
insufficient notice, and that if made, it will op
247. ate serious and irreparable injury upon your Orato
not only in excluding him from the proposed
arrangement in receiving certificates of stock in
payment of said lots, but in the diminished pric
they will probably sell for, as also in the difficult
and trouble and expense he will be subjected t
in enforcing his just rights to the benefits of sa
association, in the event of his establishing his
right to the stock in said association, which it
has been unjustly attempted to forfeit, and your
Orator further shows that if the said sale is per
mitted to take place, and the said proposed ar
rangement for receiving stock in payment for sa

lots is carried out as he believes it may be that your Ora-
tor will be subjected to serious loss, and deprived
of his just rights in said association, from the
fact that he will be either compelled to receive h
share of the profits of said association in stock,
or driven to the necessity of resorting to extensive liti-
gation to recover his distributive share of said profi
its in money from the already numerous and co
stantly increasing and changing shareholders in
said association, and further, that if the propose
arrangement in relation to the reception of stock
in payment for said lots, is not carried out as
your Orator believes it will be, still if the proposi
248. sale is permitted to take place, under existing cir
cumstances, it will inflict serious and irreparable
injury upon your Orator, and place him in positio
of unjust inequality, in respect to the other share
holders, from the fact that they will be entitled
to a credit upon such purchases as they may see
proper to make out of their proportion of the profi
of said sale, and from the fact that their posse
sion of their certificates of stock in said associa
tion, having an ascertained value, will enable
them to raise money upon said certificates of
stock, to meet the small cash payments required
to be made on purchases of said lots, of which
great advantage, your Orator is now unjustly deprived
and your Orator avers that per exhibit heretofore

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referred to, it appears and such was the fact, th
said William B. Ogden under the articles before
referred to, of 9th May, 1852. was an original shar
holder, that said trustees reserved the right to pu
chase shares under the present articles, and from
said facts, your Orator believes are large shareholde
And your Orator further shows that notwithstan
ing said proposed sale of said lots was advertised
in the Chicago Newspapers, on the 13th day of M
last, that the said Trustees defered giving notice
to your Orator, of said sale, until the 21st day of
May aforesaid, when a printed notice of that sale
as per exhibit "E." before refered to, was mailed to
your orator, to his address at Washington City, whe
it was well known to said Trustees, that your Orato
249. about two years ago, removed his residence to the
City of New York, and that it was by the purest
accident that your Orator, being in the City of
Baltimore on the 30th day of May aforesaid, receiv
ed said notice from Washington City, barely af
forded time to your Orator by travelling night an
day, to reach the said City of Chicago, in time to
arrest said contemplated proceeding, and not af
forded time to your Orator to visit New York for
the purpose of procuring his papers relating to the
subject matter of this Bill of complaint, which
necessarily renders this Bill much less full than
it otherwise would have been, and prevents the

production now of important papers. That said
Trustees are aware that your Orator's stock will
ultimately be awarded to him by judicial proceed
ings, and that said immense sale thus precipi
tated, and as suggested by the Trustees for stock
is calculated, as your Orator believes, to defeat the
just rights of your Orator, and render his stock
of little or no value, when awarded to him by
judicial proceedings.

And your Orator further shews that by travelling
both night and day, he reached here late in the
evening of the 2d instant, and on the same eve
ing met accidentally with William B. Ogden, one
of said Trustees, when your Orator again earnestly
urged upon him, to deliver up to your Orator his sa
certificate for 166 shares of said stock, and to issue
to your Orator, the entire amount of stock to which
he is entitled, on the same terms as other stockhold
ers have received their stock, to which reasonable re
quest, the said William B. Ogden replied that it
could not be done for the reason as your Orator un
derstood, that although Elston's bill had been dis
missed, as against said Ogden, it had not been
dismissed as against your Orator, and which sta
ment was entirely erroneous as before stated.

And your Orator further shews that notwithstandi
he is an undisputed shareholder in said associatio
to the amount of at least 125 shares, that still re

report of the actings and doings of said Trustees, ha
been made to your Orator, as required to be made by
the true meaning of said articles of association, bu
on the contrary there seems to be a desire to with-
hold a knowledge of the facts from your Orator,
and your Orator has been advised and believes that
all, or a great part of the shares of stock, to which th
stockholders would ultimately be entitled - have, co
trary to the said articles of association, before the pay
ments have become due, been issued to some, if not
all of said shareholders, thereby giving to such stock
holders in the proposed sale, and in future sales,
whether for stock or money, an unjust advantage
over your Orator, and thereby intending to deprive you
Orator, of his equitable participation, and share, in
the benefits of said association -

251.

And your Orator further shews that the said Tru
tees have made no disposition of the stock of yo
Orator, nor did any one claim and offer to pay for
the same under said articles, but said Trustees pr
tend that they cannot issue the same to your O
ator as long as a single shareholder in said ass
ciation (even though holding a single share) shall
object thereto, until the rights of your Orator are adj
dicated, and settled by the legal Tribunals of the
County, and in the meantime, it is threatened by
the said Trustees, that if the said proposed public
sale of said lots, does not take place, that they will

dispose of a large body of said lots, ~~xxx xxx~~ ~~xxxxx~~ as well as other portions of said property, at pr
vate sale, for a stipulated price, contrary to the true
meaning of said articles of association, as understood
by your Orator

And your Orator further shews that by manifold
shifts and delays, and appeals, the final adjudi
cation of his rights may be almost indefinitely
postponed, thus affording the said Trustees am
ple time, if not restrained from disposing at pu
lic and private sale, of all said lots and lands
belonging to said association, before said adjudica
tion, so that at the period of the final settlement
of your Orator's rights in said association, there ma
be little or nothing left to distribute to your Orat
of the profits and benefits of said association—
That therefore whilst grievous and irreparable injur
will accrue to your Orator from said proposed publ
and private sales, for the reasons hereinbefore state
from the rapidly increasing population and bus
ness connexions of the City of Chicago, its increasing
Rail Road facilities, and the consequently rapidly
augmenting value of real estate within its limits
that no possible injury can arise to the other share
holders, from the postponement of said sales, but o
the contrary they will be greatly benefitted by the de
lay and subsequent sales, after the final adjudica
tion of your Orator's rights in said Association, made

upon full and ample notice to the public, and to
all the shareholders in said association - And your
Orator further shews that he is informed and be-
lieves, that the estimated value of the lots now a-
vertised to be sold, is One million, three hundred
dollars, from which it is obvious that under the
existing circumstances, before stated, if the said pro-
posed sale is permitted to take place, and such a
large body of land is thrown upon the market, t
result will be, that either the said lots will be
purchased by the stockholders, who have had thei
entire amount of stock illegally issued to them
at very reduced prices, and paid for in said stock
thereby giving them an unjust advantage over yo
253. Orator, or that the said lots will be sold at very
reduced prices, to speculators, or combinations of ind
viduals, or combinations of stockholders, or individu
al stockholders, making payments in stock, or i
their distribution shares of the proceeds of said sale
Your Orator further states that he is informed an
believes, that all the lands proposed to be sold by sa
trustees, have not been fully surveyed, mapped, pla
ted, streets and alleys laid out and marked, and
the record made (as required by said articles) in th
absence of which, the public would purchase unde
great disadvantages, and the sales might be confi
ed to a few individuals, and your Orator could n
now bid knowingly at said sales, nor had he tim

now to procure the necessary information to do so—
That your Orator is informed and believes that a
ry large portion of the said alleged assessment, of
the 19th July, 1853. was not then paid, nor within
thirty days thereafter, by said shareholders, but that
bills or notes were afterwards accepted by said Tru
tees, or their agents, from many of said shareholder
for the amount assessed to each, and that said
bills or notes were not paid at maturity, as your Or
ator is informed and believes, but renewed from tim
to time, and that nevertheless, although said sha
holders were under the circumstances, not so much
entitled to their shares as your Orator, yet they ha
been issued to them by said Trustees, and yet it
2-4. claimed that they also should be permitted to pa
ticipate in the shares so falsely alleged to be forfei
ed by your Orator— That if said shares of your Ora
were forfeited, so were said shares of said other
shareholders as aforesaid; and if the other paying
shareholders have agreed to waive their right to sa
forfeited shares, your orator never has waived his
right to such shares, and that if your Orator's sha
were declared forfeited, by the Court said other sha
in the same situation should be declared by the
Court to be the property of your Orator and other
stockholders who had not waived said forfeitu
your orator being one of the original shareholders,
for the 200 shares issued to him upon which he

has long previously paid his full portion of the mon
for said shares, viz- $5,202.15.
But your Orator feels no disposition to exact such for
feitures, knowing the true meaning and intent of
the provisions in said articles, as to forfeitures to be,
that said clause was merely inserted to secure t
the Trustees the payment of the instalments
by shareholders, by speedy remedy without suit, as a
debt due to said Trustees, and not to the share
holders, and independent of the peculiar circum
stances of this case, any shareholder at any time
before the assessment on his shares were actually
paid by other shareholders, as provided in said ar
ticles, or before the actual sale of said shares by ad
vertisement, as provided in said articles, might
255 tender the amount assessed, and be entitled to
demand the shares (like the payment of a mort
gage debt before foreclosure) the substantial pur
pose of this clause in the agreement, being obtained
by the payment made by the shareholder himself,
in whose favor all Courts of Equity would lean,
and against forfeitures or penalties, now no stock
holder or other person demanded my stock under
the terms, and within the time prescribed by said ar
ticles, or ever tendered the money therefor, nor has said
stock ever been distributed or offered for sale under
said articles, but said shares still remain the pro
perty of your orator, held by the Trustees, subject to

judicial decision

And your Orator avers that he is wholly remediless by the rules of the Common Law, and can only be relieved by a Court of Equity, without which he will sustain great and irreparable injury - and your Orator believes that unless restrained by the process and writ of injunction, of this Court, said Trustees will proceed to sell, tomorrow morning, all said valuable lands as advertised at auction, at probably, ruinous sacrifices, and under circumstances as before stated, depriving your Orator of the rights to which he is justly entitled in common with other stockholders, and if not sold at auction, said Trustees, your Orator believes, will proceed to sell said lands

256. or some of them, at private sale, and also other lands of said association, and before an adjudication can be had on the rights of your Orator, they will distribute said proceeds of sale among other stockholders, to the exclusion of the shares to which your Orator is so justly entitled, thus inflicting great and irreparable ~~injury~~ loss upon your orator - Your Orator then as an undisputed stockholder, for at least 125 shares, now held by him, as well as a shareholder justly entitled as before stated, to about 1300 additional shares, prays that the Court would issue its writ of injunction directed to said Trustees, restraining them from selling at public or private sale, any of the lands

of said association, until the further order of the Court, or from distributing, forfeiting, selling, or in any manner disposing of the shares, or any of them, so claimed as aforesaid, by your Orator, until the further order of this Court. And your Orator further prays for the writ of summons to be issued, directed to said William B. Ogden and Mahlon D. Ogden, thereby commanding them on a certain day, and under a certain penalty therein stated, to be and appear before your Honor, in this Honorable Court, and then and there without oath, which oath is here expressly waived, under and by virtue of the statute in that case made and provided, to the best and utmost of their several knowledge, remembrance, information and belief, 257. full, true, direct and perfect answer make to all and singular, the matters aforesaid; and that as fully as if the same were here repeated, and they directly interrogated thereto; and that all and singular, the deeds, articles, certificates of stock, notes, acceptances, correspondence, letters of attorney, books, records, accounts, et ceteras, referred to in this bill, may be produced, and that the said Trustees be directed to file a true statement of all the accounts of said company, and especially the account of said Trustees or company with your Orator, and if said Trustees should be found indebted to your orator, that they be decreed to pay the

same, and that they be decreed to deliver to your Orator, all the shares to which he is justly entitled in said Chicago Land Company, upon payment by your Orator, of such sum, if any, as may be decreed to be due by your Orator to said Trustees— And your Orator further prays that if found necessary, other Trustees may be appointed by the Court to carry out the purposes of said association, or that a Receiver may be appointed therefor, and your Orator further states that he has already sustained very heavy damages by the unjust and illegal acts of said Trustees, in regard to said shares of your Orator, and their other acts in the premises and he prays that said damages may be ascertained by the Court, and said Trustees directed to pay the same to your orator, together with all costs, and your orator prays for such other and further relief, as to your Honor shall seem meet, and your Orator shall ever pray &c.

R. J. Walker

E. R. Hooper, Solicitor for Compts—

State of Illinois }
Cook County } ss.

Robert J. Walker, Complainant to the foregoing Bill of Complaint, having been first duly sworn, on his oath deposes and says that he has read the foregoing bill, and knows the contents thereof, and that the same a

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true of his own knowledge, except as to the matters therein stated to be on his information and belief, and as to those matters he believes them to be true—

R. J. Walker—

Sworn and subscribed to
before me, this 8th day of June, A D.
1855. John F. Clements,
U. S. Commissioner

(Copy)

No. 12. Wall Street, New York Oct. 8. 1853.

I have this day received from Robt J. Walker Esq. One hundred and sixty-six shares—certificate No. 82 of the stock of the Chicago Land Company as collateral to the following acceptances, viz.

259. Ward, Brothers & Co. acceptance of R. J. Walker—

Dft. Oct. 8th 1853.	60 days.	$1042.00
Same " " "	70 "	" 1042.00
Same " " "	80 "	" 2084.00
		$4170,00

(Signed) L. H. Fleetwood—
for Trustees Chicago Land C

Exhibit "B"

(Copy)

16. Exchange Place
New York Oct. 8th, 1853.

Received from R. J. Walker, three certificates of Chicago Land Company, signed by William B. Ogden, Mahlon D. Ogden and Edwin R. La Barr, Trustees, viz— No 79. 50 shares— No 80, 50 shares— No 81. 100 shares— Total 200

shares, One hundred dollars each, as collateral secu
rity for our three acceptances as follows—
R. J. Walker's Draft accepted by us, Oct. 8. 1853. 60 days, 10
R. J. Walker's Draft accepted by us, Oct 8. 1853. 70 ds. 10
R. J. Walker's Draft accepted by us, Oct 8. 1853 80 ds. 208
Total, Forty one hundred, and sixty eight dollars. $416
which we are to return to him upon the payment
us of funds to meet said acceptances—

(Signed) Ward, Brothers & Co.

Exhibit "C."

(Copy)

Chicago Land Company, No 82.

This certifies that Robert J. Walker is the propri
260. tor of 166 shares, each share being at present 19.70
part of the present capital stock, which is $1.970.
representing the beneficial interests of the Chicago
Land Company created in pursuance of the inden
ture and articles of association dated the second
day of May, 1853. said shares having been paid in
full, and liable to no further call or assessmen
and the same are subject to all the provisions
and covenants contained in said Indenture, as
will more fully appear by reference thereto, and a
also transferable by assignment on the back he
of, and by surrender of this certificate to
the Trustees, whom a new certificate will
be issued by them to the person or perso
named in said assignment, such

person or persons first affixing his name and seal to the articles of association above refered to, as herein provided—

Chicago, Illinois. Sept. 22nd, 1853.

(signed) William B. Ogden,
Mahlon D. Ogden,
Edwin R. Lalar.
Trustees.

Exhibit "D"

Large Sale of valuable Property
At Chicago.
Three Thousand Lots
In Elston's and Sheffield's Addition to Chicago
On the 5th day of June next, at 10 o'clock, A M
of said day, the undersigned will offer for sale
at auction, to the highest bidder,

261. Seventeen Hundred Lots
In Elston's Addition,
Composing many desirable water lots on the North
Branch—

Also,

Thirteen Hundred Lots
In Sheffield's Addition to Chicago,
Including many fine large water lots situate in
and west of the North Branch of the Chicago
River, and affording the most favorable opportunity—
At prices within the reach of all—
For purchasing lots either for residences or for Business or Manufacturing purposes— This property is
that known as belonging to the Chicago Land

Company and will be sold on the grounds without reserve—

Terms— One fifth Cash balance in four annual payments with six per cent interest annually—

Wm. B. Ogden } Trustees, Chicago
M. D. Ogden } Land Company

Title indisputable— For information apply to Chas Butler, or S. H. Fleetwood—

Exhibit "E" No 12. Wall street— New York.

Office of the Trustees of the Chicago Land Company— Chicago May 21. 1855.

Sir,

Please take notice that there will be a meeting of the Shareholders of the Chicago Land Company, on the 4th of June, 1855. at the office of Ogden, Jones and Co. in the City of Chicago, and your attendance is requested—

signed Wm. B. Ogden } Trustees of Chicago
M. D. Ogden } Land Company.

P. S. A Public sale of the lots of the Land Company, is advertised for the 5th of June, and the question of the payment of bids in the stock of this Company, will be considered at the meeting—

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Exhibit "F" (Endorsed) Filed June 8th 1855.
Wm. H. Bradley, Clerk—

Northern District of Illinois—ss

I, William H. Bradley, Clerk of the Circuit Court of the United

States, for the Northern District of Illinois— Do hereby certify the foregoing, to be a true copy of the Original Bill of Complaint filed in a certain cause pending in said Court, wherein Robert J. Walker is Complainant, and William B. Ogden et al, are defendants, as the same remains on file in my office—

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in Chicago, in said Northern District of Illinois, this seventh day of April, in the year of our Lord, One thousand, eight hundred and fifty nine, and of our Independence, the 83rd year

Wm. H. Bradley, Clerk—

Copy of Answer.—

United States of America }
Northern District of Illinois }

263.

United States Circuit Court

In Chancery—

The joint and several answer of William B. Ogden, and Mahlon D. Ogden, to the Original Bill of Complaint of Robert J. Walker—

These defendants now and at all times hereafter, saving and reserving to themselves, all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainants said Bill of Complaint, contained, for answer thereunto, or unto so much and such parts thereof, as these defendants are advised

is material for them to make answer unto, each an
swering for himself, and not one for the others,
jointly and severally answer and say,
That they are wholly ignorant, whether the state
ment made in said Bill, that the said Com
plainant was convinced that a great enhance
ment in the value of real estate would take pla
in the City of Chicago, is true or not, and have no
information upon the subject, and they are als
ignorant, nor have they any information whether
the said Complainant suggested the formation of
a Company for the purchase of land in said city
as is alleged in said Bill, and they are unable
264. positively to state whether such statement is tru
or not, but according to their best knowledge, in
formation and belief, the said statement is not
true—
And these defendants further answering, the said
William B. Ogden for himself, and the said Mar
lon D. Ogden from information derived from the
said William B. Ogden admit that on or about
the 9th day of May, A.D. 1852. the said Complain
ant was associated with William B. Ogden and
the other persons named in said Bill, for the
purpose of procuring and purchasing divers tracts of
land and property in and about the city of Chica
go, as is alleged in said Bill—
And these defendants further answering, admit

that on the second day of May, 1853. articles of association were entered into by and between the respective parties as stated in said Bill, and others, for the purchase of lands in and about the City of Chicago, for the joint benefit and advantage of the said several persons named in said articles according to their respective rights and interests in the premises, a copy of which said articles of association is hereunto annexed marked C and hereby made a part and portion of this answer and to which these Defendants for greater certainty may leave to refer.

And these Defendants further answering admit that in and by the said articles of association, it was provided and agreed that the land and
265. property purchased for the benefit of said association, should after the title was perfected, be held in the name of Trustees, for the benefit of the parties in interest, according to their respective interests, and that William B. Ogden, Mahlon D. Ogden, and Edwin R. La Bar, who has since deceased, were appointed Trustees, under the said articles of agreement and association, for the purposes, and with the powers and rights in and by the said articles of agreement specified and set forth, and that such association was to be known and designated by the name and style of the Chicago Land Company.

And these Defendants further answering admit that it is true as stated in said Bill, that at the time of the execution of said Articles of agreement and association, only a portion of the purchase money of for the lands purchased by the said association had been paid viz- only about one fourth part thereof, and that the balance remained to be paid, before a valid title to said lands so purchased, could be obtained, and that said sums remaining unpaid, amounted to a large sum of money— and that said sums remaining unpaid were by the terms of purchase, compelled to be paid at the times specified in the respective agreements for the purchase thereof— and these defendants further admit that all prior purchases made for, and on account of said association, were after the title should be perfected, to be vested in said Trustees, and that all subsequent purchases were to be made in the name of said Trustees for the benefit of said association, and that the said Trustees accepted and took upon themselves the execution thereof, so far as titles had been, or should be acquired, or vested in them— And these Defendants further answering, say that they believe that the terms, conditions, agreements, stipulations and covenants in the said articles of association, contained the capital stock of said association, the amount subscribed by each

of the original shareholders are correctly stated as set forth in said Bill of Complaint, but for greater certainty, these Defendants crave leave to refer to the original articles articles of association now in the possession of these respondents, a true copy of which said articles of associations is hereunto annexed, marked "A" and made part and portion of this answer, and which said articles of association are ready to be produced as this Court shall direct.

And these Defendants further answering state that the said Trustees did on the 19th day of July, A.D. 1855 in pursuance of said articles of association, duly make an assessment or call on the said shareholders payable thirty days after the date thereof, and aver
267. that the said call or assessment was made by the said Trustees in strict conformity with the provisions of the articles of said association and that the amount assessed upon said Complainant was the sum of Four thousand, one hundred and sixty six dollars, and sixty-six cents.

And these defendants further answering say that it was agreed in and by said articles of association that each of the said stock-holders should furnish to the said Trustees, their post-office address, and that said complainant furnished his Post office address, as at Washington D.C. and gave no notice whatever to these defendants, or to said Trustees of

any such change of residence, as alleged in said Bill, if any such change was made, and these Defendants have no knowledge whether the said Complainant had taken his residence in the City of New York, at the time of said assessment, and therefore neither admit nor deny the same, but leave the said Complainant to make proof thereof—

And these Defendants further answering say that they deny the statement made in said Bill, that the said Complainant accidentally, about the middle of September 1853. heard for the first time of said assessment, and to the contrary thereof,

268. aver that at the time of said assessment, two letters were written by the direction of these defendants, one directed to said Complainant, at the City of Washington D C. and which was his address as given by said Complainant, to said Trustees, and another was written to said Complainant directed to him at New York City, both notifying him of the said assessment, and the time when the same was made, and requiring payment of said assessment, which said letters so directed as aforesaid, were duly mailed, and as these Defendants believe and charge to be true both of said letters were received by the said Complainant—

And these defendants further answering

say that they have no knowledge save from the
Complainants Bill, and except as hereinafter
stated, whether or not the said Complainant
called upon S. H. Fleetwood, in the City of New
York, about the middle of September, 1853. and
they therefore neither admit nor deny the same,
and these defendants further answering expres
ly deny the statement that the said Fleetwood
acted as agent for the said Trustees, as alleged in
said Bill, or that he was employed by the said
Trustees for any purpose, object, or interest, or was
possessed of any other power, authority, or agency
than as hereinafter stated, and the said Mah
lon D Ogden for himself, and from his own
knowledge, and the said William B. Ogden
269. from information derived from the said Mah
lon D. Ogden, further answering say that the said
Mahlon D. Ogden in the year 1853. at the request
of several of the stockholders, of the said associa
tion, and in behalf of the Trustees of the said as
sociation, consented that the stockholders of the
said Company, who resided in the Eastern States
might if they should so elect, pay the assessments
made from time to time upon the shares of stock
subscribed by them, and standing in their name
on the books of the said association, in the City
of New York, at the office of the said Fleetwood,
and the said Fleetwood was therefore authorized

by the said Trustees, to receive from the said stock
holders, the amounts of the assessments on their
respective shares, as and when they became due
and if paid, to deliver to the said stockholders,
their certificates of stock prepared by the said Trus
tees, and sent to the said Fleetwood for that pur
pose, and the said Defendants further answer
ing, aver that the said Fleetwood had no other
authority or agency whatsoever, nor was the said
Fleetwood ever authorized or empowered in any
way or manner, by these defendants, or either of
them, at any time, to accept or receive from any
of the stockholders of said Company in pay-
270. ment of any assessment or call, upon said stock
holders, any acceptances, drafts, bills of exchange,
notes or other species, or evidences of indebtedness
nor were these defendants themselves authorized
so to do by the terms of the said articles of associatio
nor did these Defendants as such Trustees, ever a
any time, take any acceptances, drafts, bills of ex
change, notes or other species, or evidence of indebt
edness, in lieu of any such assessment, or calls
made by them under said articles of associatio
but received nothing but the money on said calls
And the said Defendants further answering, say
that they have no knowledge except as hereinafte
stated, whether or not the said Fleetwood did
inform the said complainant, that he would

procure for said Complainant, the certificate of
200 shares of stock, and that he would also pro
cure for Complainant, the 166 shares of stock up
on the amount of said assessment being satis
factorily arranged with said Fleetwood as alleg
ed in said Bill, though these defendants ad
mit that the certificate for 200 shares had been
sent by them to the said Fleetwood, to be uncon
ditionally delivered to the said Complainant,
full payment having been made on and for
the said shares by the said Complainant, by the
purchase, before the organization of the associatio
of property afterwards conveyed to the Trustees, in b
half of said association, to the full amount in
value of the said 200 shares of stock aforesaid.
271. And these Defendants further answering deny
that the said Fleetwood had any power or auth
ity to deliver up said certificate for 166 shares,
upon any other terms than the payment in m
ey of the amount due upon said shares, by th
said Complainant, or that he had any other
power or authority whatsoever than that here
before stated.

And these Defendants further answering say
that they have no knowledge whether or not th
said Complainant, about the seventh day of
October, 1883. was informed by said Fleetwood
that the said certificates of stock were ready to d

delivered to the Complainant, and payment to be received for the said 166 shares of stock, but admit that the said certificates had been sent by these defendants as Trustees as aforesaid, to the said Fleetwood, but accompanied with instructions from the said Trustees only to deliver up the said certificate of 166 shares, upon the payment by the said Complainant, of the assessment and call so made as aforesaid—

And these Defendants further answering, say that they have no knowledge except as herein after stated, whether or not, the said Complainant,

272. as alleged in said bill, called the following day on ~~this~~ said Fleetwood, and made the proposition to said Fleetwood, in regard to the mode of payment of said assessments which was accepted by said Fleetwood, and whether the said Fleetwood took the acceptances of Ward, Brothers & Co. or whether the said Complainant paid the money to the said Fleetwood, all which is alleged in said Bill, and they therefore neither admit nor deny the same, but leave the said Complainant to make proof thereof, but these defendants expressly deny that the said Fleetwood acted as their agent in the receipt of said acceptances, and the making of said agreement with the said complainant, and aver that the said Fleetwood had no authority whatever conferred upon

him by these Defendants, or either or any of said
Trustees, to take said acceptances, and receive said
money from said Complainant, and that he
did not act as their agent in the receipt of said
acceptances, and the making of said agreement
and these defendants expressly charge that the
said Fleetwood was only authorised to deliver up
said certificate of 166 shares to Complainant up
on the payment in cash of the full amount of
said assessment.

And these defendants further answering, say that
they have no knowledge except as hereinafter sta
ted, whether the said Fleetwood, upon the receipt
of said acceptances, delivered to said Complain
ant, a certificate numbered 82. for 166 shares of
273. stock, of the association, as alleged in said Bill,
and they therefore neither admit nor deny the
same, but leave the said Complainant to make
proof thereof, but these defendants admit that a
certificate numbered 82. for 166 shares, of the said
stock, was prepared by said Trustees for said Com
plainant, and sent by them to said Fleetwood,
with directions to issue and deliver the same to
said Complainant, upon the payment by said
Complainant, of the amount assessed upon the
said 166 shares aforementioned as ordered or called
for, and these defendants aver that if the said
Fleetwood delivered the said certificate to the said

Complainant, upon any other terms or condition
that it was delivered without any authority fo
these defendants, or either or any of them, and
without their knowledge, approval or consent, an
they aver that such delivery if any such was mad
was illegal, void and without authority-
And these defendants further answering, say tha
they have no knowledge, except as hereinafter sta
ted whether the said complainant deposited
said certificate of 166 shares with said Fleetwood
as collateral to said acceptances, and took Fleet
woods receipt for the same, as alleged in said
Bill, and they therefore neither admit nor den
the same, but leave the said complainant to
274. make proof thereof, but these defendants aver
that if said receipt was given, it was given and
executed by said Fleetwoods, without any authori
ty whatever, from the said Trustees, or these defend
ants, or either of them-
And the said defendants further answering, say
that they have no knowledge, and neither admit
or deny the statement in said Bill that the said
firm of Ward, Brothers & co. requested as a condi
tion of their giving three acceptances, that the said
Complainant should have the certificate for 166
shares delivered to said Complainant, and by said
Complainant deposited with said Fleetwood, as
collateral to said acceptances, and that said

complainants should deposite with the said firm
of Ward, Brothers &co. his certificate of stock amount
ing to 200 shares, and that said complainant
complied with such request of Ward, Brothers &
Co. and leave the said complainant to make
proof thereof, and deny as they have already done
that said Fleetwood was authorized to accept
said acceptances, and have no knowledge whether
er said Fleetwood and the said firm of Ward
Brothers & Co. made and executed the receipts a
in said Bill stated, and leave the said complai
ant to prove the same -

And these defendants further answering, say tha
they have no knowledge as to the renewal of said
acceptances by the said complainant, by paying
275. the said Fleetwood, said amount of discount, a
the times and to the amount therein stated, nor
have they ever been advised of it by the said Flee
wood, and they therefore neither admit nor deny
the same, but they further state that the said
Fleetwood had no authority whatever to receive sa
acceptances, as alleged in said Bill, in the first
instance - and no authority to receive said re
newed acceptances, and that these Defendants
had no right, power or authority under said arti
cles of association, to receive any acceptances in lie
of money, or to renew any acceptances, of all of w
these defendants aver the said complainant to

276. well aware when he induced the said Fleetwood to receive said acceptances, if they were so received, and well knew that the said Fleetwood was acting without any authority whatever from these defendants, in so doing, and well knew that these defendants had no such power or authority themselves, by said articles of agreement, and these defendants aver that they never kept any account with the said Fleetwood as Trustees, and that they never received any money from said Fleetwood on account of said acceptances or renewals thereof, and never received any money for said Complainant, on account of such accep-

276. tances or renewals—

And these Defendants further answering say that if said last acceptance of said Complainant was given as stated in said Bill, the same or any part thereof was never paid to said Fleetwood or to any other person, so far as these Defendants have any information, belief, or knowledge, and that no money was ever received by these defendants, for, or by reason of said acceptances—

And these defendants further answering, deny the statement made in said Bill that said Complainant learned accidentally of said forfeiture of stock, and to the contrary thereof, state and aver to be true that these Defendants sent said Complainant a notice of said forfeiture, by letter, and

which said letter the said Complainant answered, stating that he would hold these Defendants and all others responsible for such forfeiture, and further answering, deny that said Complainant avowed his readiness, or offered to pay said acceptances and interest, upon the delivery to him of said certificate of 166 shares of stock—

And these Defendants further answering say that the said forfeiture was legal and just, and was made in the manner and under the circumstances as hereinafter more fully stated, and are that said forfeiture took place on the 19th day of August, 1853. and not on the 22nd day of August 1854. as untruly stated in said Bill; and that said forfeiture was made because said Complainant failed to pay when called upon, and was afterwards in October, 1854. duly notified of such forfeiture— and these defendants further answering aver that no action was taken for some time after said forfeiture, by the said Trustees, or by the Stockholders of said association, and abundant opportunity was given to the said Complainant, to have paid the said assessment or call, before any proceedings were taken by the said Trustees, or the stockholders of said association—

272.

And these defendants further answering, say that a meeting of the stockholders in said association was duly called by the Trustees thereof in accordance

with the provisions of said articles of association
for the third day of August, A.D. 1854. in the City
of New York, and of the time and place of which
said meeting, the said Complainant was duly ad-
vised, and requested to be present, and that among
the other business then and there transacted it was

Resolved that the Trustees be requested to proceed
forthwith to consummate all forfeitures which
may have accrued to the association, and proceed
thereon according to its articles—

And these Defendants further answering deny
that these defendants had full or any knowledge
other than that hereinafter stated, of the payment
278. of said money and acceptances by said Complain-
ant, to said Fleetwood, and of the renewals there-
of, and deny that said Fleetwood was their agent
for that purpose—

And these Defendants further answering say
that in the month of October, 1853. Mahlon D. Og-
den, one of these defendants, and one of the Trustees
aforesaid, being at the time in the City of New York,
was informed by the said Fleetwood, that he had
made an arrangement with the said Complainant
for the delivery of said 166 shares of stock, by taking
his drafts in, and accepted by Ward, Brothers & co.
in payment of said shares, and that the said Ma-
lon D. Ogden expressed his surprise and dissatis-
faction at this proceeding on the part of the said

Fleetwood, the same having been wholly unauthorized, and refused to receive the said acceptances, but these Defendants further say that when the said Mahlon D. Ogden was about to leave the City of New York, on his return to Chicago, in the month of November, 1853. he demanded and received from the said Fleetwood, said certificate for 166 shares of said stock, which had been prepared and sent to said Fleetwood, to be issued and delivered on the payment of the said assessment and not otherwise, and erased the signatures of the Trustees thereto, and wrote across the face of the said certificate, "cancelled", and brought the same with him to Chicago.

279. And these defendants further answering, say that they have no knowledge of the alleged payment of monies to the said Fleetwood, and aver that they never received any part or portion of any such money if any was so paid, and deny that the said money was disbursed for them, and under their direction for the benefit and uses of said Chicago Land Company, (if any such was so received by said Fleetwood) and aver that the said Fleetwood never accounted to them for any part or portion of said money, and these Defendants have never had the said acceptances, or any part thereof, in their custody, or under their control, except as hereinafter mentioned and deny that they still hold the same, as in

280.

said Bill alleged.

And these Defendants further answering admit that the said firm of Ogden, Jones & Co. is composed of the persons stated in said Bill, and that they transacted to a great extent, the business of said trustees, so far as the payment and receipt of money was concerned, and state that as to the receipt and discount of paper concerned the said firm of Ogden, Jones & Co. received such paper and discounted such paper as they saw fit, but that such receipt and discount of paper was in no way, or manner connected with the business of these defendants as Trustees of said Company, nor did the

280. said Defendants, as Trustees as aforesaid, ever receive or discount any paper, believing as they did, and as they still do believe, that they had no power or authority conferred upon them so to do under and by virtue of the articles of association, and these Defendants admit that they transacted their business in the office of Ogden, Jones & Co. in Chicago—

And these Defendants further answering deny that the said Fleetwood is, or has been the general or confidential agent of said Defendants, or of said Trustees, and to the contrary thereof, allege that the said Fleetwood had no power or authority to act, or to receive any money for said Defendants except as specifically authorized and directed so

to do, and never was authorised or instructed to d
any act other than simply to receive the money o
such shareholders, as should desire to pay their as
sessments, in the City of New York, and whenever
any assessments should be so paid, to deliver up t
said stockholders, their certificate of stock, which
said certificates were prepared and forwarded by the
defendants, to the said Fleetwood, for the collectio
by him of the assessments in money, and in no
case whatever, was the said Fleetwood ever auth
rized by these Defendants, or by any of said Trustee
to receive anything but the money in payment fo
said shares, nor was he ever authorized to negoti
ate any bills or notes, or any other security or secure
ties in payment of said assessments, or any part
281. thereof—

And these Defendants further answering, say tha
the said Fleetwood never had any authority to mak
any disbursements for these Defendants, aforesai
and has never paid out money for these defend
ants, or on their account, unless it be for the pur
chase of stock ledger and transfer books, pens, pa
per and other trifling incidental office expenses
and these Defendants believe that the disburse
ments above named were made by the direction
of the executive committee of said stockholders
of which, the said Complainant was at the
time a member, and these Defendants deny tha

282.

the said Fleetwood was as alleged, in said Bill acting as transfer agent of stock for said Defendants, in the city of New York, these defendants averring that they never had any transfer agency of stock in said city.

And these Defendants further answering, say that the said Fleetwood is not a general agent of the firm of Ogden, Jones & Co. and was not at the time specified in said Bill, and further say that the said Fleetwood is simply authorized to collect the drafts of Ogden, Jones & Co. drawn or held on parties at the East, and that he holds the money subject to the order of said firm of Ogden, Jones & Co

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but has no power to bind the said firm in any way and no general authority to act for said firm.

And these Defendants further answering, say that they have no knowledge except as hereinbefore stated whether or not, as alleged in said Bill, the said certificate of stock numbered 82. and mentioned in said Bill, was issued and delivered to said Complainant, by said Fleetwood, and by said Complainant, deposited with said Fleetwood, and these Defendants aver that if so done, it was done without any authority from these Defendants, as they have already answered, but these Defendants admit that the said certificate was signed by the said persons, as in said Bill stated.

And these Defendants further answering, say that

the said certificate was only to be issued and deli
ered up, upon the payment in money of the a
mount of said assessment, and that it represen
ed on its face, that the money was paid, and these
defendants further state that the said certificat
was of no force or effect, and of no value whatso
er, until the assesment or call should be paid,
within the time specified, and the certificate
should be delivered up, but these defendants ad
mit that if the said payments had been made
by said Complainant, in money, it would have
represented as stated in said bill.

And these Defendants further answering, say that
the said Complainant was well aware of the posi
tion of said Fleetwood, that he well knew that th
283. said Fleetwood was not the agent of these defend
ants, for the purposes mentioned in said Bill,
and no further or other, their agent, than as he
inbefore more fully stated.

And these defendants further answering, say tha
they are informed and believe, and so charge the fa
to be, that the said Fleetwood did in the first in
stance, demand of the Complainant, money in pa
ment of said assessment or call, and these defend
ants aver that said Complainant well knew at
the time, that the said Trustees had no power or au
thority to receive any acceptances, notes, or other se
rities in payment of said assessments or calls, an

284. that the said Trustees were alone authorized to ca
for the money, and receive the same, and well
knew that at the time of inducing and inveigl
the said Fleetwood to accept and receive the draf
in lieu of money, that the said Fleetwood ha
no authority to accept and receive said drafts, an
these defendants aver from information and be
lief, that the said complainant was at that tim
unable to raise the money to pay said assessmen
or call, and took the means above described, to pro
cure from the said Fleetwood, a loan of credit, in
fraud of the rights of the stockholders of the sai
association, and with full knowledge on the
284. part of the said complainant, that said Flee
wood was acting without authority, and without
any direction from these Defendants, and well kn
ing at the time, that the full extent of the agen
cy of said Fleetwood in this matter, was as here
inbefore stated -
And the said Defendants further answering, den
the statements made in the said Bill, that th
said firm of Ward, Brothers & Co. gave said accep
tances on the faith of the signature of the said
Trustees, and deny that the said firm accepte
the same, on the faith of said signatures, and
aver that they have no knowledge, whether the
said complainant made said drafts in good
faith, and aver that the said drafts were mad

and acceptances signed by said Ward, Brother & Co. and palmed off by the said Complainant upon the said Fleetwood, with the design upon the part of said Complainant, of delaying and avoiding the payment of his said assessment, contrary to his express agreement, and for the purpose of evading and avoiding the forfeiture, consequent upon such non-payment.

And these defendants further answering, say that the said notice of assessment was signed by William B. Ogden and Mahlon D. Ogden personally and dated on the 19th day of July A.D. 1853. and that the same was signed and executed by Edwin R. La Bar, by Mahlon D. Ogden, as his attorney in fact, and that the said Edwin R. La Bar was at the time, sick in the City of New York, and that the said La Bar executed a power of attorney to the said Mahlon D. Ogden, dated the 16th day of July, and duly acknowledged by said La Bar, on the 22nd day of July, A.D. 1853. a copy of which said power of attorney is hereto annexed marked "B." and made part and portion of this answer, in and by which said power of attorney the said La Bar expressly confirmed and ratified all the acts of the said Mahlon D. Ogden, as his attorney, and which said power of attorney did apply to and recover the said assessment of July 19th 1853. and was so expressly understood by the

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said Le Bar, and was in fact and in truth ma
for the purpose of ratifying and confirming said
act of said Ogden, that being the only act done
up to that time, which required the joint sig
natures of the said Trustees—
And these Defendants further answering, say tha
as to the power of either of said trustees, these defend
ants refer to the said articles of agreement for an
swer thereto, and further answering, say that th
said assessment was a matter which did not
call for, or require any judgment or discretion,
but that the outstanding contracts for the pur
chase of real estate held and purchased by th
said association, should the amount necessary

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to be paid by the said association, and the as
sessment was a mere arithmetical computa
tion of the amount falling upon, and to be as
sessed upon each stockholder, and that the n
tice of said assessment was a mere request to the
respective stockholders in said association, for
the payment of said assessment, and that be
fore the departure of the said Le Bar, for the East
which was about a month before said assess-
ment was made, the said Trustees, William
Ogden, Mahlon D. Ogden and the said Le Ba
held consultations in reference to the affairs of
said association, and the amounts growing a
to become due upon the purchases of said

association, and these defendants aver that said assessment was made by them, upon a full and complete examination of the affairs of said association, and upon a proper calculation before said 19th of July, 1853. and deny the statement made in said Bill. That no proper evidence or record of said assessment was properly made, and deny the statement made in said Bill, that no assessment had been made according to the articles of association and aver to the contrary thereof. That the said assessment was duly made, and a proper record thereof made, and proper notice thereof given, and further answering, say that as to the reasoning contained and set forth in said Bill, they Humbly submit
287. to this Honorable Court, whether they are bound by law to make answer thereunto, and pray the same benefit as though they had demurred to the said Bill, as argumentative.

And these Defendants further answering, deny that the said William B. Ogden left the said City of Chicago in the month of July, 1853. prior to the 19th day of that month, but admit that he left the said City on the 19th day of July, 1853. about noon of that day, and that he did not return to Chicago, until the month of January, 1855. and aver that on the said 19th day of July, and previously to his leaving said City, he signed all the articles of assessment, and these Defendants further answering, admit that the said

Le Bar was absent from the City of Chicago, on the 19th day of July, 1833. and had been for a few weeks previous to that date, and that the said Le Bar never returned to Chicago, but they aver as they have already admitted that the said assessment and notice was duly signed by the said William B. Ogden prior to his departure from Chicago, and was duly executed by the said Le Bar, as hereinbefore stated and that the said William B. Ogden and Edwin R. Le Bar both united in the said assessment, in giving said notice, the said William B. Ogden and Mahlon D. Ogden jointly acting with reference to said assessment, and with the previous advice, consultation, and understanding of the said Le Bar and with full subsequent recognition and approval thereof, as hereinbefore set forth.

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And these defendants further answering, say that there was a statement drawn up at the time of said assessment, showing the full amount required to be assessed, and which said statement was filed among the papers of said Trustees, and showing particularly how, and for what the said assessment was made up, and the said statement is now in the possession of these Defendants, and ready to be produced, and these defendants further aver that the articles of said association required that the said Trustees should make up such assessment, and of such an amount as should be necessary for the

purposes of executing said trust, and aver that the said amount so required, called for and assessed on the 19th of July, 1853. was absolutely necessary and requisite for the purposes of said trust—

And these Defendants further answering to the statement made therein, that no injury accrued to the said Trustees, or to any of the stockholders of said company from the non-payment in money of the whole of said assessments, at the date the same fell due, state that injury did accrue to the said trustees by reason of the said non-payment of the assessment, on the part of said Complainant, as the said Trustees, in order to save the whole of said property purchased and owned by the said association, were compelled to pay

289. by the terms of their contracts of purchases, their payments upon said land, when it became due, and by reason of the failure of said Complainant, to pay his assessment, these Defendants were obliged and compelled to raise the money due from said Complainant, on their own responsibility, in order to preserve the rights of the stockholders in said association, and did thus raise the money, and thus saved the Company from the loss of thousands of Dollars, which otherwise by the default of the said Complainant, the said Company would have suffered—

And these Defendants further answering say that said money so obtained, by them, was not in any

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way obtained by reliance upon said acceptances, as
these Defendants had no knowledge except as her
inbefore stated, of the receipt of said acceptances, a
never held the said acceptances, or had them in
their possession, except in the months of February
and March, 1855. when the said William B. Ogde
one of these defendants, wrote a letter to the said
Fleetwood for information respecting the transactio
with the said Complainant, a copy of which is
as follows—

And the said Fleetwood in answer thereto, enclos
and sent to the said Trustees, the said acceptan
ces, but not at their suggestion or request, and th
said Trustees soon after the receipt thereof, sent
290. back the said acceptances to the said Fleetwood,
and expressly deny that they still hold the same
or have ever had the same in their possession, o
acknowledged their receipt in any way or manne
except as hereinabove stated, and these defendant
further aver that the said amount of money so a
sessed as aforesaid, was absolutely necessary and r
quired by these Trustees, to make payments upon
the land contracts of said association and that th
were obliged and compelled to raise the money de
from said Complainant, on their own personal
responsibility as aforesaid—

And these Defendants further answering, say th
the money to make the land payments upon th

land contracts of the said Company, and for whic
and to meet which, the said assessment of the 1
of July had been made, was required on or before th
19th of August, of that year, and was necessary, to sa
the property, and that these defendants advanced
the money to save the property, but not for said Com
plainant, nor on his acceptances, and that the said
advance was a matter entirely between these Trustees, and
the said Company—
And these defendants further answering say that
they have no knowledge whether in the month o
October, 1854. said Complainant first heard of sa
forfeiture, not by the Trustees, but by persons having
no authority, but aver that notice of such forfeitur
291 was duly sent by these defendants to said Com
plainant, and an answer in reply thereto received
by these defendants from said Complainant, say
ing that he would hold them, and all others of
said stockholders, responsible for such forfeiture,
and these defendants further answering, say that
they have no knowledge of his "solicitude," but aver
that the said Complainant never expressed any
to the said Trustees, or made any offer of payment
of said assessment, or entered into any negotiation
with them for any payment of said assessment—
And these defendants further answering, say that th
said William B. Ogden returned from Europe in the
month of October, (and not in the month of Novemb

1854. as in said Bill stated-

And these defendants further answering, say that they have no knowledge, and neither admit nor deny the averment in said Bill, that the said Complainant, when passing through Chicago in the month of March, 1855. on his way to Wisconsin learned for the first time in Wisconsin, that he had been made a party defendant to a Bill of Complaint filed by one Daniel Elston in the Cook County Circuit Court, and they therefore leave the defendant to make proof thereof, and these Defendants have no knowledge of the purposes of said Bill of Daniel Elston, or the "intimations" contained

therein, and refer to the said Bill for more particularity-

And these Defendants further answering, say that they have no knowledge save from the bill of said Complainant, of the belief of said complainant in reference to the dismissal of said bill of the said Daniel Elston, or of the advice of his counsel, but they admit that a tender was made to these defendants, of an amount of gold, as therein stated, but have no knowledge of the precise amount or whether the same was more than sufficient to cover the amount of said acceptances, and ten per cent interest thereon, as alleged in said bill-

And these defendants further answering admit from information, that the dismissal of said Bi

of Daniel Elston, and the agreement between the
Counsel of said complainant and Daniel Elston
was in manner and form as in said bill stated
and that a proposition was submitted to said
Complainants Counsel by the Counsel of the
said Daniel Elston, for an amicable and final
adjustment of all controversy, and further answer
ing admit that said complainants counsel, in
the absence of the complainant, addressed a lett
to this defendant, William B. Ogden, making th
enquiry as in said bill stated—
And these defendants further answering, say tha
a few days afterwards, these defendants called at
the office of the Counsel of said Complainant,
293 and informed him that there would be a meet
ing of the shareholders of said association, on th
4th of June, and stated that at said meeting
they would bring up said subject matter to th
consideration of the said stockholders and tha
if there was no objection on the part of the said
shareholders, or any of them, these Defendants
would issue a certificate for 166 shares, but that
these defendants, without the action of said
shareholders, had no power or authority whatever
to issue a certificate of 166 shares to said complain
ant, the same having been forfeited—and these
defendants have no recollection that they express
their belief that there would be no objection on

the part of any of the shareholders, but humbly submit if such expression of belief by these defendants or either of them, had been made, whether the same could in any way, affect the rights of the shareholders acquired through, and by reason of said forfeiture -

And these defendants further answering, admit that up to the filing of said Bill, they had not notified said Complainants' counsel of the views of said shareholders, but aver and state it to be true that the said Complainant was notified of the meeting of the shareholders on the 4th of June and was present at said meeting, and made a

statement at said meeting of what he, the said Complainant called his understanding of the facts and circumstances relating to said forfeiture of said certificate of 166 shares, and that after the said statement was made by said Complainant the said complainant left, and thereupon a committee was appointed at said meeting, in relation to said forfeiture, of 166 shares, and of the appointment of which said committee, by the said shareholders at said meeting, the said complainant was informed prior to the filing of the said Bill, and that after the filing of said bill the said committee so appointed as aforesaid, made their report, and that upon such report being made, the said shareholders refused to set

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aside the forfeiture of said certificate of 166 sha
And these defendants further answering adm
the advertisement of said lands for sale, as in
said Bill stated, but deny that the same was
gotten up on unusually short notice, and deny
that the same was gotten up in utter violation
of the true meaning of the articles of agreement
but according to their true meaning and intent
and aver that these defendants had the writte
approval of a majority of the said stockholder
in number and value, for said sale, and that
said shareholders approved of said sale, on the
4th of June, at their said meeting, and that th
executive committee of the said stockholders als
approved of said sale, but these defendants hu
294. bly insist that it was not necessary for them
to obtain the written directions of a majority of th
stockholders, for said sale, under and by virtue o
said articles of association, and to which they refe
for greater certainty.
And these defendants further answering, deny
that it appears by said notice of sale, a copy of
which is annexed to said Bill, marked "A" that
these defendants, as Trustees, contemplated maki
an arrangement, by which certificates of stock i
said association, would be received in payment
of said lots, but to the contrary thereof state that
the said Trustees had no power or authority to ma

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any such arrangement, and that the Postscript to the aforementioned notice of the bringing up of said proposition for the consideration of the shareholders, was given at the suggestion of some of the shareholders, and further state that said proposition was submitted to the said shareholders at their meeting, on the 4th day of June, A.D. 1854. and was by them rejected at said meeting, and humbly submit that whether said arrangement was legal or illegal, cannot arise, and whether or not it would exclude said complainant from any of his rights or benefit in respect to said 166 shares, or 1300 shares, and whether it would inflict any injury on said Complainant, or not, these defendants have no knowledge, and humbly submit that the question cannot by any possibility arise—

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And these Defendants further answering, admit that prior to the time fixed for the sale of said lands and lots, a large sale of canal lots and lands, in and near the City of Chicago, took place, and admit that large sales of lots in and near the said city, were being made almost daily, but deny that the same were unusually large for the time, and deny that there was an unusually large amount of real estate in the market, and aver that the notice of said sale was given at the request of the majority of the stockholders in said association, in accordance with the articles of association, and that there

was at the time an active market for real estate
and the said shareholders desired to dispose of som
of the lots so as to improve and increase the valu
of the residue, and that amply sufficient notice
was given of said sale, in the belief of these defen
ants, and that no injury whatever could result t
said Complainant, as the stock was not allowed
to be taken in payment for land, and these defen
ants deny that said forfeiture was unjust—
And these Defendants further answering, deny
that the said Complainant would have been sub
jected to various losses, and deprived of his just
rights in the premises, by reason of said sale, as al
leged in said Bill, and to the contrary thereof, aver
292. that the said Complainants rights, if any there we
would have been fully protected, and that he woul
not have been compelled to resort to extensive litig
tion to have obtained his just rights in the premi
ses, and that no one shareholder had a greater ad
vantage than another, and that the said complain
ant would have been enabled to raise money on h
certificates of stock, upon which he had duly and
properly made his payments, and that the said
complainant was deprived of no rights whatever, h
having failed to make his payments when called
for, and having thus forfeited his rights to any mor
stock in said association, as hereinbefore stated—
And these defendants further answering, deny that

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the said William B. Ogden was an original shareholder under the articles of the 9th of May, 1857 and avers that neither of these defendants ever purchased any shares whatever, never owned any shares under said articles of association, and never held any in their own names, except as collateral security, and as to the rights of said Trustees, under said articles of association, reference is hereby made to the said articles

And these defendants further answering, say that the advertisement of said sale was inserted and printed in the Chicago ~~Papers~~ papers, on the 13th of May, and that a notice of the said meeting on the fourth of June, was given to all the stockholders, and these defendants admit that said notice was sent to said complainant, directed to Washington City, which was his Post Office address, as given by him at the time of signing said articles, and as appeared by said articles of association and which had not been changed by the order or direction of the said complainant, and these defendants deny that they had any knowledge of any change of residence, on the part of said complainant, or of his removal to the City of New York

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until the 21st of May to the said complainant or to any of the other stockholders and as to the said notice was sent

And these defendants further answering say that they have no knowledge of the time of the receipt of said notice by said complainant, nor of his

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travelling, nor of his inability to procure papers in the city of New York, and they know of no important papers in addition to those exhibited, that could have been produced—

And these defendants further answering, say that they have no knowledge whether the said complainant, by travelling day and night, reached Chicago on "the evening of the 2nd inst." and this defendant, William B. Ogden, of his own knowledge and the said Mallon D. Ogden, from information derived from said William B. Ogden, and which he believes to be true, admit that the complainant met the said William B. Ogden on said evening and urged upon said William B. Ogden to issue to said complainant a certificate of 166 shares, and to issue to said complainant the entire amount 299.
of stock claimed by him, but these defendants deny that the said complainant was legally entitled to a certificate of 166 shares, and aver that the said trustees had no power or authority to deliver up said certificate, the same having been forfeited, and that they could not issue or deliver up the same without the action of the stockholders in said association, of all which the said complainant, at the time of said application, was well aware—

And these defendants further answering, in manner aforesaid, have no recollection whether any reso

300. was assigned by the said William B. Ogden for re
fusing the request of said Complainant, as in said
Bill stated—

And these defendants further answering, state
that all the information the said Complainant
has derived in regard to the actings, proceedings and
accounts of the said association, has been cheerfully
and whenever desired, furnished to the said Com
plainant, that the book and accounts of the said
association have been at all times open to the in
spection of the said complainant, and further al
lege that the said Complainant has at all times
had full knowledge and information of the act
300. ings and doings of these defendants, and deny
that there has been a desire to withhold a know
edge of any facts from said Complainant—

And these defendants further answering, state
that by virtue of a resolution passed by the stock
holders of said association, at their meeting held
in the City of New York (and of which the com
plainant had due notice) in the month of Au
gust, 1854. these Defendants were authorized upon
the full payment of all calls and assessments
made upon the stock of said association, to issu
to such shareholders as should make their said
payments, in accordance with the terms of said
resolution, full and final certificates of stock accor
ing to their respective interests in said association

And these defendants aver that acting under
and by virtue of said resolution, they did issue to
certain of the shareholders, certificates of stock in
manner and form, and for the reasons above st
ted, but whether as alleged in said Bill, said
proceedings were contrary to the articles of associatio
these defendants, for answer thereto, refer to the
said articles —

And these defendants further answering, say tha
they have made no disposition of the stock so fo
feited, and that Walter S. Gurnee, one of the sha
holders in said association, has filed his Bill in
the Cook County Court of Common Pleas in Cha
cery, and demanded that the said stock should
302. be declared forfeited, and that the said Trustee
should be decreed to transfer, and set over to him
his part and portion of said forfeited stock, ac
cording to the provisions of said articles of associa
tion, and these defendants further answering,
say that they do pretend and insist that they
cannot issue said stock to said complainant
and aver as they have already done, that the sai
stock has been declared forfeited, in pursuance
of said articles of association, and that these de
fendants as such Trustees, have no longer, as they
are advised by counsel, and believe true, any control
over said stock so forfeited, or any part or portion the
of, and refer to the articles of said association for

302. full and complete statement of their rights, pow
ers and duties as Trustees—
And these defendants further answering, say tha
they made no threats whatever, as falsely stated i
said Bill, that if the said proposed public sale
of said lots did not take place, they would dis-
pose of said lots at private sale for a stipulated
price, and they refer to the articles of said associa
tion for their powers thereunder, and make the
same part and portion of this answer, and whethe
any such private sale on their part would be co
trary thereto, they leave to be infered therefrom—
And these defendants further answering say tha
302. they either in their capacity of Trustees, or individu
ally, have no desire whatever, nor have they ever ha
any desire to postpone indefinitely by manifold
shifts and delays and appeals, the final adjud
dication of the rights of said Complainant, an
have had no desire to sell said lots and land
belonging to said Land Company, except under
and by direction of the stockholders of said asso-
ciation, having no personal interest whatever for, o
against said Complainant, but acting solely by
and under the direction of the shareholders an
for their best interests, and have at no time ha
any desire whatever, to deprive the said complai
ant of any right he might legally possess, and
these defendants further answering that grievou

and irreparable injury would result to the said
Complainant from said proposed public and pri
vate sales, and these defendants say that such
sales would have benefitted the Complainant
as a shareholder, and the property generally, by
calling the attention of capitalists to it, as an inves
ment, and by tending to improve the property so
sold, and these defendants further say that the
acted by the direction of the executive committee
and the shareholders of the said association, and
they admit that the value of said property is
estimated in said Bill-

And these defendants further answering, say tha
303. the said Complainant at the time of filing
said Bill, was informed and knew that the
stockholders of said association at a regular
meeting thereof as hereinbefore stated, of which th
Complainant had due notice, had decided no
to receive stock in payment of purchases to be
made at said sale, and believe that if said sale
had been made, the said property would have
realized a large profit to the stockholders, and
would have sold for its full and ample value
And these defendants further answering deny
the statement made in said Bill that the
said lands have not been fully mapped, surve
ed, platted, streets and alleys laid out and mar
ed, (as required by said articles) and to the contra

304. thereof, aver that the said lands were properly mapp
surveyed and platted and laid off into streets and
alleys, in strict accordance with the articles of association
and with the approval and sanction of the executive
committee, and of the stockholders, at their said reg
ular meeting hereinbefore referred to, and which said
plats and maps were lithographed in large number
and distributed gratuitously to the public, and these
defendants believe that the said complainant had
full knowledge of the same, and of the acts of these
defendants

And these defendants further answering deny the state
ment made in said Bill, that a very large portion of
304. the said alleged assessment of the 19th July, 1883. w
not then paid, nor within thirty days thereafter, by the sa
shareholders, and that to the contrary thereof, aver that
all of the shareholders, with the exception of said com
plainant, paid their proportions of said assessment,
within said time, or within a short time thereafter,
and these defendants further answering, deny the sta
ment made in said Bill, that Bills or notes were af
terwards accepted by said Trustees, or their agents, fro
many of said shareholders, for the amount of their a
sessment, and that said Bills or notes were not pa
at maturity, but were renewed from time to time, a
to the contrary thereof, allege that no Bills or notes we
taken by these defendants as Trustees, or by their agent
as aforesaid, but only money in said assessments

that no renewals were made by these defendants, as no
bills or notes were received by them, from any of said
shareholders, and aver and charge to be true that each of
said shareholders, with the exception of said complain-
ant, having duly paid their assessments, in money, to
these defendants as above stated, these defendants issue
the certificates of stock to them, and that no other sha
than those of said Complainant, were forfeited by non
payment of said assessment, and no rights whatever
have been waived by said shareholders
And these defendants further answering, admit as the
have already done, that said Complainant was an origin
shareholder, and paid the sum of $5.202.15. but claim
that the forfeiture by the terms of the articles of association,
305. by non payment of said assessment when due and
payable, the said 166 shares aforementioned, and all
others not issued, and all rights under said articles of
association, or accruing therefrom, or thereunder, and all re
siduary interest under said articles of association—
And these defendants further answering, aver that the
said complainant has no forfeiture to expect, there bein
no forfeiture, with the exception of that of said complain-
ant, and as to the intentions of the provisions in said arti-
cles of association, as to forfeitures, these defendants crave
leave to refer thereto, as containing all the meaning of the
shareholders in making said articles of association, and
humbly submit that the intention of said provisions
is a legal question, for the decision of this Honorable

sent, to be gathered from the said articles of association—
And these defendants further answering, deny the state-
ment made in said Bill, that no other stockholder o
other person, demanded said complainants stock und
the terms and within the times prescribed by said arti-
cles, or ever tendered the money therefor, and to the con-
trary thereof, aver that Walter L. Gurnee, one of the share-
holders of said association, did demand, and has de-
manded often, his portion of said forfeited stock, and
tendered the money therefor, and has filed a Bill against
these defendants, and the other shareholders, for his pro-
portion of said forfeited stock, and also that Daniel Els-
ton, another of the shareholders of said association, has of-
fered at various times, to pay for his proportion of said

forfeited stock, and has tendered the money for the same
and has also offered to pay for the whole of the forfeited
stock of said complainant, if the other stockholders should
decline taking their proportions respectively—
And these defendants further answering, admit that
the said stock has never been distributed, or offered for
sale, and deny, as they are advised and believe they are au-
thorized in denying, that said stock is the property of said
complainant, or that he has any interest therein, and aver
that the said forfeited stock is owned by the said share-
holders, who have paid their assessments, and was duly
and properly forfeited, as hereinbefore stated, for non pay-
ment of assessments—
And these defendants further answering, state that no inju

could have happened to said complainant, by the sale of
said lots, as these defendants offered said complainant
to retain, and not distribute any part or portion of the mon
to which he might be entitled, if entitled to any, so that it
might abide the result of a legal adjustment of said com
plainants claim in the premises, and these defendants
aver and charge, as they have already done, that said com
plainant had forfeited all rights in and to said shares, an
that the same belonged to the shareholders of said asso
ation, and that they have at all times acted for the best
interests of the said Land Company, and have had no
ill feeling or ill will toward the said complainant, but ha
at all times repudiated the acts of the said Fleetwood,
307. and refused to receive said acceptances as payments, no
having any right, power or authority, so to do, under the a
ticles of association, and never having given any authori
to said Fleetwood, to accept of any bond, notes, bills, a
ceptances or securities whatever, in lieu of money in
payment of said assessments—
And these defendants deny all unlawful combinatio
and confederacy, in the said Bill charged, without
that any other matter or thing material or necessa
for these defendants to make answer unto, and n
herein or hereby well or sufficiently answered unto,
confessed or avoided, traversed or denied, is true to th
knowledge or belief of these defendants, all which
matters and things these defendants are willing to a
wer, maintain and prove, as this Honorable Court shal

308. direct, and humbly pray to be hence dismissed, with their reasonable costs and charges in that behalf most wrongfully sustained.

Mahlon D. Ogden
W. B. Ogden

(Endorsed) Filed June 9th 1886.
Wm. H. Bradley, Clerk.

Northern District of Illinois } ss.

I, William H. Bradley, Clerk of the Circuit Court of the United States, for the Northern District of Illinois, do hereby certify the foregoing to be a true copy of the Original answer of William B. Ogden and Mahlon D. Ogden, filed in a certain cause pending in said Court, of Robert J. Walker vs. William B. Ogden et al &c. as the same remains on file

308. in my office.

Seal

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, at my office in Chicago in said Northern District of Illinois, this seventh day of April, in the year of our Lord, one thousand, eight hundred and fifty nine, and of our Independence the 83rd year.

Wm. H. Bradley, Clerk.
Circuit Court United States }
Northern District of Illinois }

The following contract was attached to, and marked Exhibit "H" in the Deposition of L. H. Fleetwood, filed

in the case of Robert J. Walker vs Wm B. Ogden et
pending in the Cir. Court U.S. for the Nor. Dist. of
Illinois—

Whereas the Illinois and Wisconsin Rail Road Com
pany have made certain contracts for the building
of their road from the northern boundary of the Cou
ty of Mc. Henry in the State of Illinois, through Wood
stock in said State to the City of Chicago, and thence
to the State line of Indiana, and whereas said Com
pany propose to locate one of their depots in the said
City of Chicago, which together with the construction
of their said road will give great value to the prope
in Chicago near to said depot in said city, as well as
beyond the limits of the same, and whereas it is pr
309. posed to purchase said lands thus believed to be app
reciated in value in said city and near and adjoini
thereto— now it is understood that as far as practica
ble, said lands will be purchased for the joint and
equal benefit of the following persons— Ten in numb
and each holding one equal undivided tenth part
of the same, and each contributing one tenth part
of the purchase money therefor, as hereafter stated, wh
said ten persons are just the following seven persons
namely— John Bradley, Jacob P. Eastman, E. H. John
son, John F. Macy, A. Hyatt Smith, R. J. Walker, and
William Sloan, and the others to be selected as here
after stated, and whereas it is contemplated that
certain of the ten persons herein named, will contribut

310.

the cash toward the payment of the purchase money of said lands as aforesaid, charging interest to be paid each year at the rate of seven per cent per annum on such cash advances as may be first required for the purchase of said lands, which said cash advances with interest as aforesaid, is to be refunded within two years thereafter to the parties making such advances, otherwise the party making such advance, will hold as their own, such portion of said lands as may not thus have been paid in full, before the expiration of said period of two years, and whereas seven of the parties to this contract have subscribed the same, it is agreed the remaining three shall be selected by R. J. Walker

310.

such persons being contemplated as from their capital or influence, it is deemed by him would contribute most to the success of this enterprise, and it is further agreed that said lands thus proposed to be purchased, shall be such as to price or location are first approved or selected by John B. Macy and A. Hyatt Smith, by whom the purchase shall be made, they being limited to a sum for the entire purchase not exceeding Three Hundred Thousand Dollars, nor at a distance more remote than four miles from the depot of the Illinois and Wisconsin Rail Road Company, which depot is to be selected by said Smith and Macy, and the land purchased by them at the best rates, to an extent of about

twenty acres, and which they shall set apart out of the purchased property, and to be paid for by said Illinois and Wisconsin Rail Road Company, which at the price given, or agreed to be given by said Smith and Macy, provided also that if said Walker can procure one person to make said advances, the said person shall hold three tenths interest in said land or if he can procure two persons to make said advances said two persons shall hold an interest to the extent of three-tenths of said property, it being also understood that for such advances as shall be made by said party, said Smith and Macy shall transfer said lands to said party, making said advances as security to the party making said advances,
3.11. and for further security, each of said seven parties whose names have been subscribed to this contract, shall execute his note for his tenth of the purchase money, namely, each for the tenth of the advance made payable at the expiration of two years as aforesaid, from the date of said advance, with interest as aforesaid, and the notes for the remaining seven tenths payable at the dates when the remainder of the purchase money is to be paid under the contracts with the parties, from whom said land shall have been purchased—

New York 3rd Sept. 1851.

John Bradley,
Edwin H. Johnson
John B. Macy.

A. Hyatt Smith,
R. J. Walker,
Wm. Sloan.

Northern District of Illinois - S. S.

I, William H. Bradley, Clerk of the Circuit Court of the United States for the Northern District of Illinois, do hereby certify the foregoing to be a correct transcript from the Original on file in my office, of a contract marked Exhibit "F" in the Deposition of S. H. Fleetwood filed in the case of Robert J. Walker vs William B. Ogden et al, as the same remains of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at my office in Chicago, in said Northern District of Illinois, this seventh day of April, A.D. 1859. and of our Independence, the 83rd year.

(Seal)

312.

Wm. H. Bradley, Clerk.

Depositions

State of Illinois. County of Cook. ss.

I Edward W. Smith, a Notary Public duly commissioned and qualified for the City of Chicago, in the County of Cook and State of Illinois do hereby certify that on this twenty-ninth day of March A.D. 1859. I caused Augustus Frisbie, Hiram Joy, Isaac H. Burch, and Franklin Hathaway, witnesses produced on the part of the defendant in a certain cause now pending in the Circuit Court of Cook County in Chan

wherein Charles Butler, John P. Chapin, Walter S. Gu
nee and Mahlon D. Ogden are complainants, and
Allen Robbins is defendant, to appear before me at
my office in Chicago, and testify on the part of the d
fendant in said cause-

Deposition of Augustus Hesbie-

And the said Augustus Hesbie having been by me
first duly cautioned and sworn to testify the truth
the whole truth, and nothing but the truth, in the
cause aforesaid, did depose as follows-

Int. 1st What is your name, age, residence and occupa
Answer- My name is Augustus Hesbie- I reside in
Chicago- I am forty years of age- I am engaged in the
ice business-

Int. 2- State with whom you were associated in
313. business, in the year 1852.
Answer- With Mr. Hiram Joy-

Int. 3- State whether at any time during the year
1852. you negotiated with Mr. William B. Ogden, o
purchase of land situated on the North Branch of
the Chicago River, in the City of Chicago- If so, desc
the land purchased, and give the date of and the
circumstances connected with the trade-

Answer- I did in connection with Mr. Joy, negotiate
a trade with Mr. Ogden- The trade was consumma
ted on the twenty-second of July, 1852. The first negot
ations were had, I should think, some two or three
weeks before, about the first of July- Some time elap
ed in the negotiation in consequence of my opposing

the trade— I had no interest in the purchase it b
longs wholly to Mr. Joy— The contract hereto attache
marked "D" is the original contract signed by the pa
ties— I was present when the contract was signed,
it was executed on or about the day of the date of
said contract— the price was fifteen hundred dollars
on the usual time, that is, Canal time— I would no
consent to the purchase until Mr. Ogden extended
the time for the first payment— He extended it as
expressed in the contract— As I recollect the conver
sation, the intention was to make it about equal t
canal time—

Int. 4— State whether or not, Mr. Ogden manifested
314. any desire or anxiety in making this trade, or whet
er he appeared indifferent to it— State your recollec
tion in respect to Mr. Ogden's conduct in relation
to the trade— (objected to)

Answer— He changed the terms of payment to
meet our views, but added twenty-five dollars to the
price to make up the difference in interest on ac
count of extending the first payment—

Int. 5— State whether Mr. Ogden expressed any
unwillingness or reluctance to sign the contract o
how otherwise?

Answer— My recollection is that he said about tha
time, that he did not want to sell any more at
that price— that it was cheap— He bound us to erec
buildings, as appears by the contract— I saw no reluct

a unwillingness on his part to sign the contract and let Mr. Joy have the land—

Int. 6— State whether or not anything was said by Ogden in the course of the negotiations, about any previous sale, or contract of sale, of this land, and other lots, adjoining, to other parties— If so, give your recollection of the conversation upon that subject—

Answer— I have not the most remote recollection of any such conversation— It is among the bare possibilities that something of the kind may have been said, but my memory is good, and had there been any such conversation, I think I should remember it, and I should, according to my custom in such cases, have noted it on the contract, or made

315. some memorandum of it— for the last ten years I have kept a record and account of all Mr. Joy's real estate transactions, and have had the general supervision of all his real estate matters, and contracts of all kinds— all his money payments were always made by me— I have held from him a power of attorney to transact all business for him relating to legal contracts, for several years, until within two or perhaps three years—

Int. 7— State how much money has been paid on the contract above referred to, when it was paid, and where, and to whom— State also whether any receipts were taken for said payments— and if so, from whom—

Answer- On the first day of June, 1853. Six hundred and three dollars and twenty eight cents was paid to Ogden, Jones & Co. and their receipt was endorsed on the contract which Joy holds (a duplicate to the one hereto attached) by Hathaway their clerk- on the first day of December, 1854. five hundred and sixty dollars was paid and a receipt taken the same as above- On the seventh day of November, 1855. five hundred and eighty four dollars and eighteen cents, the balance due of principal and interest was paid, and a receipt taken as above-

Int. 8- State whether or not Mr. Ogden has ever executed any deed of the land embraced in said contract- if so, when, and where is said deed?

316. Answer- I have never known of any having been executed, but the paper now handed me by defendants counsel, and which is hereto attached marked "B." is a deed of the same property, signed by Mr. Ogden- I know his signature- I now recollect that Mr. Joy told me that Mr. Ogden handed this deed to him, and that he handed it to Mr. Robb to be executed, and that he declined-

Int. 9- State whether or not you was acquainted with the value of the land embraced in the above contract, at the time it was made- if so, what was said land worth in your opinion, and what is its present value?

Answer- At the time it was sold, the contract

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price was fully all it was worth, it is now worth about ten thousand dollars-

Int. 10- State if you were acquainted with the value of property in Wright's Addition, in the vicinity of this land, purchased by Mr. Joy- if so, state what said land was worth, in the summer of 1853-

Answer- I should judge that the whole of Wright's Addition was at that time worth five hundred dollars an acre- that portion along the river was I should judge, worth twenty five dollars a foot- That is what I could have sold it for- for cash, at that time-

Cross Examined-

C. Int. 1st- State how far the negotiations for the
317 purchase of this land, had progressed, when you entered into them?

Answer- I was a party to the negotiations from first to last- My impression is, that the first conversation about this negotiation, took place between Ogden and Joy- I think I was not present-

C. Int. 2- Were the terms of the contract originally agreed upon between Ogden and Joy subsequently changed?

Answer- There never was any agreement upon the terms of the contract between Ogden and Joy, and myself- the price had been agreed upon between Ogden and Joy- until they were agreed upon between Ogden, Joy

318. Cr. Int. 3— At what time were the terms of payment agreed upon?

Answer— At the date of the contract above mentioned, or about that time— it might have been a day or two before—

Cr. Int. 4— Do you now recollect that the terms were agreed upon at the date of that contract?

Answer— I recollect that they were agreed upon at that time— and might have been a few days or even weeks before—

Cr. Int. 5— Do you not think it likely from the best of your recollection, that all the terms of said contract were agreed upon by parol between the parties, two or three days or weeks before they were

318. reduced to writing—

Answer— It is my best recollection that it was not more than two or three days, but it might have been two or three weeks— it could not have been more than that, at the outside—

Cr. Int. 6— Did you know of any sale, or negotiation of sale, of the whole Wright property?

Answer— I knew nothing of anything of the kind—

Cr. Int. 7— Did you apply to Mr. Robbins for the purchase of this property?

Answer— I never did— A. Fiske—

Subscribed and sworn to, before me,
this 29th day of March, 1859.

E. W. Smith, Notary Public—

Complts Counsel objects to all statements of Ogden & Jo

Deposition of Isaac N. Burch-

And the said Isaac N. Burch, having been by me first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the cause aforesaid, did thereupon depose and say as follows—

Int. 1st— What is your name, age, residence and occupation?

Answer— My name is Isaac N. Burch, I reside at Chicago, I am a Banker—

Int. 2— State whether you are acquainted with Allen Robbins, if so, how long have you known him?

Answer— I have known him for twelve or fourteen years—

319. Int. 3— State whether or not he has occupied a desk in your office—if so, for how long a period, and how intimate has your acquaintance been with him—

Answer— He has occupied a desk in my office, for I should think, ten years—up to within three or four years the intimacy which has existed between us, has extended to the free discussion of matters of business, and in his absence, I have had charge of his property in Chicago—

Int. 4— State where Mr. Robbins resided in the year 1852— whether he visited Chicago that season, and if so, when he arrived here, and how long he remained—

Answer— His residence was in New York— He was, I

320. think, in Chicago, during most of the summer of 1852. and left about the first of November—

Int. 5— State whether you had any conversation with Mr. Robbins, in the summer of 1852. in reference to the sale of the Wright property, so called, and other tracts of land adjoining owned by him and William B. Ogden— if so, state what occured between you and him, and what Mr. Robbins did in reference to it— (objected to)

Answer— I think early in the summer of 1852. Mr. Robbins informed me that Mr. Ogden was negotiating a sale of the property, to a Mr. Bradley— I think Ogden had proposed to sell the property at something like a hundred thousand dollars— He asked

320. ed my advice as to his concurrence in a sale of the kind— I advised him not to sell at the price named by Mr. Ogden as he stated— We examined the map with reference to the value of the property, and my judgment was that it was worth twice the money at least, and advised him to that effect— Mr. Robbins, I think, was himself convinced at the time, that the figures mentioned by Ogden, were too low, and was considerably excited at the threat of Mr. Ogden to sell the property against his remonstrance— I think he addressed a note to Mr. Ogden, remonstrating against Mr. Ogden making any sale of the property beyond an amount necessary to reimburse for expenses attendant upon

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taking care of the property. The letter now shown me, which is the same that is attached to the deposition of William B. Ogden, and marked Exhibit "C." is similar in its tone to the one he read to me. I should think it was the same letter.

Int. 6. State whether you were acquainted generally with the value of Real property in Chicago in 1852.

Answer. I had a general idea of the value of property at that time.

Int. 7. State whether you are acquainted with the present value of the lands above referred to, and if so, at what amount do you estimate their value?

Answer. I should think it is now worth twenty

321. five hundred dollars an acre.

Int. 8. State whether Mr. Rollins took any other steps than those you have mentioned, in reference to the proposed Sale of this property in 1852.

Answer. I do not remember anything now.

Isaac H. Burch.

Subscribed and sworn to, before me,
this 29th day of March, 1859.

E. W. Smith, Notary Public.

Deposition of Hiram Joy.

And the said Hiram Joy, having been by me first duly cautioned and sworn, to testify the truth, the whole truth, and nothing but the truth, in the cause aforesaid, did thereupon depose and say as follows.

Int. 1st. What is your name, age, residence

322. and occupation?

Answer— My name is Hiram Joy— I reside in Chicag
I am about forty nine years of age— I am an ice deale

Int. 2— State with whom you were associated in bus
ness, in the year 1852—

Answer— With Augustus Fishie—

Int. 3d— State whether at any time during the
year 1852. you made any purchase of land of Willia
B. Ogden— if so, describe the land, and give the date
of, and the circumstances connected with the trade—

Answer— During the year 1852. I purchased of W
liam B. Ogden, the property described in a certain
contract attached to the deposition of Augustus Fis
322. bie, and marked "A"— I made a contract with Mr. Ogd
some three weeks before the papers were made out,
told Mr. Fishie what I had done, and told him to
and make out the papers, which he did—

Int 4— State whether or not Mr. Ogden manifeste
any unwillingness or reluctance to close the trade, or
how otherwise—

Answer— He did not—

Int. 5— State whether or not anything was said by
Mr. Ogden, in the course of the negotiations, about an
sale of this, and lots adjoining, to Beadley and Smith,
or any other parties— and whether you had, at the time
said contract was executed, any knowledge or inform
tion, in regard to any such trade—

Answer— He did not say anything of the kind— and

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I had no knowledge or information of any such thing as I recollect—

Int. 6— State what Mr. Ogden said to you about the trade, and whether he appeared and expressed himself as desirous that you should take the property—

Answer— He did not appear particularly anxious— I was anxious to get the property, and he made no objection. This was at the first interview, I think— At the first interview, he also said if I would improve it, he would let me have it, otherwise, he would not—

Int. 7— State whether Mr. Ogden ever executed a deed to you, for the land you purchased, and if so, what you did with it—

Answer— He did execute a deed— it is the same attached to Augustus Hicks's deposition, marked Exhibit "B"— I took it to Mr. Allen Robbins for him to sign it, and he declined. He kept the deed—

323.

Int. 8— State whether you presented to Mr. Robbins, at this time, any other paper or papers— If so, state what they were, and from whom you obtained them—

Answer— I think when I presented the deed to Mr. Robbins, he declined to sign it, and I took it back to Ogden, Jones & Co's office— I often spoke to Mr. Robbins afterwards— when I went back to Ogden's office, I told them that he would sign the deed if they would pay him— Mahlon D. Ogden then handed me this paper which I now hold in my hand, and said, "Oh well, we will do that"— The paper alluded to is the same

324. attached to the deposition of William B Ogden, and
marked "E" He also gave me at the same time a check
for five hundred and ninety one dollars and eighty
two cents, to hand to Mr. Robbins- I took the paper and
check to Mr. Robbins- he retained the paper, and refused
the check- he also retained the deed and the contract
of purchase, and still declined to sign the deed- I took
the check back to Mahlon D. Ogden-

Cross Examined-

Cr. Int. 1st "- Did you make your bargain with Mr. Ogden
for this property, and then send Hisbie to draw up
papers, and make the payments?

Answer- I did- Hiram Joy

Subscribed and sworn to before me
324. this 30th " day of March, 1859-
E. W. Smith, Notary Public-

Deposition of Franklin Hathaway-

And the said Franklin Hathaway having been by me
first duly cautioned and sworn to testify the truth, the
whole truth, and nothing but the truth, in the cause
aforesaid, did thereupon depose and say as follows-

Int 1st "- What is your name, age, residence and occu-
pation?

Answer- My name is Franklin Hathaway- I am over
twenty one years of age- I reside in Chicago- I am a clerk

Int. 2- State whether or not you have been engaged
for some years in the office of Ogden, Jones & Co. If so,
for what length of time, and in what capacity-

Answer- I was engaged in their office, during the

time that firm was in business, as book keeper and cashier.

Int 3. State whether or not you have been in the service of Ogden & Jones, prior to the formation of the firm of Ogden, Jones & Co. If so, for what time, when was the firm of Ogden, Jones & Co. formed, and has it ever been dissolved, if so, how and when?

Answer. I was in the service of Ogden & Jones, prior to the formation of the firm of Ogden, Jones & Co. for over three years. The firm of Ogden, Jones & Co. was formed the first of July 1850. it has been changed since. it was changed on the first of November, 1855. to Ogden Fleetwood & Co. I have been in their office ever since.

Int. 4. State whether or not the real estate business of Ogden & Jones, was transfered to the new firms on the first of July, 1850. and whether said new firm did or not succeed to the management and supervision of all the real estate which had been entrusted to the care and agency of Ogden & Jones.

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Answer. The business continued without any particular transfer or change. the business continued to be managed as though no change in the firm had been made.

Int. 5. State whether or not the said firm of Ogden, Jones & Co. assumed and exercised the supervision of the City property, so called, belonging to William B. Ogden and Allen Robbins, and whether or not said firm kept and rendered regular accounts of Sales, disbursements, payments and so forth, up to the time of the pretended sale of said proper

326. to John Bradley and A. Hyatt Smith—

Answer— They did—

Int. 6— Can you state whether or not Mr. Robbins was indebted to said firm of Ogden, Jones & Co. on account of their disbursements &c. for this property, at the time of said pretended sale?

Answer— I cannot state positively— My recollection is, that Mr. Robbins was in the habit of advancing his proportion, every six months, so as to keep up with the advances made by Mr. Ogden, but the property was largely indebted for disbursements and advances made on its account, at the time of the sale to Bradley & Smith.

Int. 7— State whether any change took place in the transaction of business relating to this Wright property, in consequence of the death of Mr. Jones, or whether the surviving members of said firm of Ogden, Jones & Co. continued to retain the management of, and to transact the business relating to this property. Were or not the accounts afterwards kept, the same as before, and were or not accounts rendered regularly by the surviving members to Mr. Robbins—

326. Answer— I think no change took place in the management of the business in consequence of the death of Mr. Jones, accounts were made out and rendered to Mr. Robbins, by the surviving members.

Int. 8— Examine the paper now shown you, to be hereto attached, and marked Exhibit "A" and state whether or not it is an account rendered to Mr. Robbins concerning

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this Wright property, and whether or not it is in the
usual form of the other accounts rendered after the d
cease of Mr. Jones-
Answer- The account was made out by me- I presume
it was rendered to Mr. Robbins- I believe they were ordin
rily made out in this way-
Int. 9- Please examine the papers now shown to you,
to be here attached and marked "B." "C" and "D." an
state whether or not they were made out by Ogden, Jones
& co. or in their office, and whether or not they relate to
this Wright property-
Answer- I should say they were in the handwriting of
clerks in the office- I presume they relate to this Wright
property, but have no personal knowledge of it except
327. that they purport to be so, upon their face-
Int. 10- Can you state whether or not the sale to Bra
ley and Smith embraced the whole of the Wright pro
ty, so called, then remaining unsold, or whether there
some lots not included therein, which still belon
William B. Ogden and Allen Robbins-
Answer- I believe it embraced all the Wright proper
so called, then remaining unsold-
Int. 11- Can you state whether or not a commission o
ten per cent was charged upon the books of Ogden, Jone
& co. for the sale of this property to Bradley and Smith?
(objected to)
Answer- I think there was-
Int. 12- Do you know whether or not William B

328. Ogden has ever drawn his share of said commission
or whether he has ever made any disposition of his
share?

Answer—I do not know—

Int. 13—State whether or not Mr. Allen Robbins
has ever drawn any portion of the proceeds of the sale
of the Wright property, to Bradley and Smith?

Answer—He has not to my knowledge—my impres-
sion is that he has not—

Int. 14—Have you any knowledge about the letter
addressed by Mr. Robbins to Mr. Ogden in August
1852. forbidding further sales of the Wright prop-
erty, without his previous consent thereto—State whe-
328. er or not you ever saw such letter in the office of O-
den, Jones & Co. or know anything in relation there-

Answer—I have no distinct recollection of the lette
in question—I am not able to swear positively whe
er I ever saw the letter or not—

Int. 15—What is your best recollection respecting
the matter enquired of in the last interrogatory—Ple
examine the letter now shown you, being the same
letter attached to the deposition of William B. Ogd
and marked Exhibit "C." and say whether or not
you have seen it before—if so, when and where, give
your best recollection—

Answer—It is impossible for me to recollect any
particular letter among the thousands that come
to the office—I may have seen the letter now shown

me before, but I have no recollection of it—
Int. 16— Have you any knowledge or recollection that Mr. Robbins sent to Mr. Ogden, or to Ogden, Son & Co. about the time of the date of that letter, any instructions or directions in relation to the sale of the Wright property, or that he objected to any sales being made without his previous consent—
Answer— I have no recollection as to what occurred about the date refered to, in relation to the matter.
Int. 17— Did you, or not, at the time of the sale to Bradley, and Smith, know anything as to any instructions which had been given by Mr. Robbins respecting the sale of the Wright property?
Answer— I think I did not—
328 Int. 18— Had you any knowledge or information at or about the time of said sale, that Mr. Robbins had given any directions whatever, in relation to the sales of that property, or that he was opposed to the sale of Bradley and Smith— Do you know whether or not, Mr. Ogden took legal advice as to his power to make that sale, without Mr. Robbins' consent, or whether that power was drawn in question?
(objected to as leading and because already answered)
Answer— I cannot say that I have any knowledge of Mr. Robbins being opposed to the sale, at or about the date refered to— I do not know of Mr. Ogden's having taken legal advice about the matter refered to—
Int. 19— State whether or not you mean to be understood

330. by your last answer, that you had no knowledge or information on the subjects therein referred to—
(objected to)
Answer— I mean to be understood that I had not, at the date referred to in the former interrogatory
Int. 21— When did you first acquire any knowledge or information that Mr. Robbins was opposed to the sale?
(objected to as leading)
Answer— I cannot fix upon the precise date— but think it was at or about the rendering of the February semi-annual account of 1853—.
Int. 21— Do you know whether or not any discussion was had between Mr. Ogden and Messrs. Bradley & Smith, and Mr. Sloan, or any other parties interested
330. in the purchase of the Wright property from Mr. Ogden, as to his authority to make the sale without Mr. Robbins concurrence— (objected to)
Answer— I do not— I have no recollection of ever having heard anything said on the subject until long after the sale—
Int. 22— Was or not, Mr. Edwin H. Sheldon, a member of the firm of Ogden, Jones & co. through the summer and fall of 1852?
Answer— He was—
Int. 23— Do you know whether Mr. Sheldon was or not, a member of the land Company formed about that time, or whether he had any connection with Bradley, Smith, Sloan, Eastman and others, in the purcha

~~65~~
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of Real estate made by them for said Company?
Answer— He was not, I think, a member of the Com
pany, and had no connection with the parties nam
ed, to my knowledge—
Int. 24— Do you know whether William B. Ogden
made any purchases for the Chicago Land Company
during the summer or fall of 1852. or for the parties
who were then proposing to form such association—
Answer— I do not
Int. 25— Do you know whether or not Mr. Ogden, o
the firm of Ogden, Jones & Co. bought the Elston prope
ty for said Company, and if so, where was it?
Answer— Neither he, nor the firm ever did to my knowled

Cross Examined—

331. Cr. Int. 1st— Was the Wright property indebted for ad
vancements and disbursements at the time of the
sale to Bradley and Smith, and if so, to what amou
Answer— It was so indebted, to the amount of ab
Eight thousand, five hundred dollars, perhaps a lit
les—
Cr. Int. 2— Did the firm of Ogden, Jones & Co. keep th
accounts of the property, and manage the same, under
the direction and control of William B. Ogden?
Answer— They did keep the accounts, and manage
the property under the direction and control of Wil
liam B. Ogden—
Cr. Int. 3— State whether or not you know anything
of a sale of any portion of the property known as the Wrigh

332.

property by William B. Ogden to Hiram Joy, and if so where was such sale made, and who got the benefit of the purchase money?

Answer— There was a sale made of a lot in what was known as the Wright property to Hiram Joy, in July 1852. The Chicago Land Company got the benefit of the purchase money—

Cr. Int 4— How was the amount of the purchase money first entered upon the books of Ogden, Jones & Co. was any correction of that original entry or any counter entry ever made, and if so, where, and when was it done? (objected to)

Answer— The first money received on that contract was credited to the Wright property on the books, soon after the entry was made, it was ascertained that the lot in question was part of the Chicago Land Co's purchase, and that the money received for that lot belonged to the Chicago Land Company, instead of the Wright property— the entry was then changed by charging the amount entered in error, back to the Wright property where it was credited, and crediting the amount to the Chicago Land Company— The money was received and credited originally in the latter part of May, 1853 and the entry was corrected in the latter part of June following—

332.

Cr. Int— 5— Look at the paper now shown you, which is the same marked Exhibit "E" attached to the

deposition of William B. Ogden, and state how the purchase money paid by Coy, appears to be entered in said account, and whether the same is a correct transcript of the books, as you have described them, and if it differs from them, in what particular

(objected to, because the books are not present)

Answer— I should think this ~~loans~~ paper was a transcript of the salesbook where the sale is noted. The contract appears in the name of Ogden & Robbins because at that date, the legal title to the property was as I suppose, in their name— This paper merely indicates the contract price for the lot named, the interest and taxes charged upon it, and the

333. moneys received for it— the only indication upon the paper as to what account in the books, received credit for the moneys noted herein, appears in a note at the foot of the statement setting forth that the money was received by the Trustees, for the Chicago Land Company—

Cr. Int 6— Were you acquainted with the value of real estate in the city of Chicago in 1852?

Answer— Not sufficiently to make my opinion of much value—

Direct Resumed—

Int. 26— When you say that the Wight property was indebted on the books of Ogden, Jones & Co. to the amount of about Eight Five hundred dollars, at the time of the sale to Bradley and Smith, do you

or not refer to the date of the contract of sale made and signed by the parties-

Answer- I think that the time referred to, is the first of August, 1852-

Int. 27- For what was this indebtedness contracted and had or not, Mr. Robbins paid to Ogden, Jones & co. his proportion of the same?

Answer- It was contracted for taxes and improvements made in developing the property- Mr. Robbins had I believe, up to that time, advanced his proportion, but the property was then indebted in the amount named-

Int. 28- When you say that the Chicago Land Company had the benefit of the purchase money paid by Hiram Joy for his lot, do you mean that that amount went to make up the one hundred thousand dollars, which the Chicago Land Company were to pay for their purchase?

Answer- It went to their credit, in the same manner as receipts for other property sold for them

Int. 29- Examine the paper now shown you, to be hereto attached, and marked "E" and state whether or not it is an account respecting the Wright property rendered by Ogden, Jones & co. to Mr. Robbins, February first, 1853-

Answer- It is-

Cross Examination Resumed-

Cr. Int. 7- State whether or not in many or most

cases, in which William B. Ogden has the exclusive management of property in this County, as Trustee or otherwise, as well as in cases where he himself owns the property- the same is not kept on the books of Ogden, Jones & co. or Ogden, Fleetwood & co. in the name of the firm, and whether or not the accounts with said property are kept with said property, and said firm, and so rendered-

(objected to)

Answer- There are cases on the books where property accounts controlled by him, are kept on the books of the current firm, and the accounts are rendered by them in the firm name-

Cr. Int. 8- State whether the paper now shown you, is a correct transcript from the books of Ogden Jones & co. relating to the Joy purchase, and by whom the same was made out-

335.

Answer- It is a correct transcript, and was made out by me-

The paper referred to, is hereto annexed and marked "J"

E. W. Smith, Notary Public-

Direct- Resumed-

Int. 30- Please examine the paper now shown you, the same being a letter attached to William B. Ogden's deposition, and marked Exhibit "J" and state if you have any knowledge, and if so, what knowledge, in relation to it-

Answer- I know that it is a letter purporting to be

336.

written to Ogden & Jones, and I recognise on the back of it, an endorsement in the handwriting of Mr. Jones. I conclude from this, that it was received by them, but further than this I know nothing of it, but what appears on its face.

Franklin Hathaway.

Subscribed and sworn to, before me,
this 30th day of March, 1859.

Edward W. Smith, Notary Public

State of Illinois,
County of Cook } ss.

I, Edward W. Smith, a Notary Public duly commissioned and qualified for the

336.

City of Chicago, in the County of Cook and State of Illinois, do hereby certify that the foregoing depositions were taken by agreement of the respective parties by their Counsel, and I further certify that on the twenty-ninth and thirtieth days of March, 1859, I was attended by the Counsel of the respective parties, to said suit, and by said witnesses who are of sound mind and lawful age, and the said witnesses having been duly cautioned and sworn, their depositions were reduced by me to writing, in their presence, and from their statements respectively, and after carefully reading the same, to said witnesses, they respectively subscribed the same in my presence.

In witness whereof, I have hereunto placed my hand

and notarial seal, this 30th day of March, A.D.
1859. Edward W. Smith
seal Notary Public.

Notary's fees, $25.00
4. Witnesses 1 day, each, 4.00
Notary's fees paid by Defendant.
E. W. Smith.

Exhibit "A"

Attached to the deposition of Augustus Frisbie.

Copy Articles of Agreement made and concluded the twenty-second day of July in the year, One thousand eight hundred and fifty-two, between William B. Ogden of Chicago, Illinois, and Allan Bobbins, of New York City, by Wm. B. Ogden his attorney, of the first
337. part, and Hiram Joy, of Chicago, Illinois, of the second part. Witnesseth — that the party of the first part at the request of the party of the second part, and in consideration of the money to be paid, and the covenants as herein expressed, to be performed by the party of the second part, (the prompt performance of which payments and covenants being a condition precedent, and time being the essence of said condition) hereby agrees to sell to the said party ~~of the~~ ~~said party~~ of the second part, all that certain lot and parcel of land situate in the City of Chicago, County of Cook and State of Illinois, known and distinguished as part of the East half of the South East quarter of section five, (5) in township thirty-nine

338.

Bounded as follows—

(39) North of Range fourteen East— Beginning in the centre of North Branch Water street, as opened and graded at a point Eighty feet North Westerly from the North West corner of two acres contracted to Charles P. Gray, by said Ogden and Robbins, and running thence N. 54 1/4 degrees W. along centre of said street, seventy-five feet thence S. 30 degrees W. four hundred and forty-five feet to the centre of the North Branch of Chicago River, thence down the centre of said North Brach to a point, from which a line drawn N. 24 1/4 degrees East, will reach the place of beginning, and thence from said point N. 24 1/4 degrees East four hundred and fifty three feet, to the place of beginning—containing about one acre—

338. Reserving two rods in width from the North End of said premises for a highway—with the privileges and appurtenances thereto belonging—

And the said party of the second part, in consideration of the premises, hereby agrees to pay to said party of the first part, his or their executors, administrators, or assigns, at the office of Ogden, Jones & Co. in the City of Chicago, the sum of Fifteen hundred and twenty five dollars, as follows, viz— Five hundred and twenty five dollars on the first day of June, 1853— Five hundred dollars on the first day of June, 1854. and Five hundred dollars on the first day of June, 1855. with interest at the rate of six percent per annum, from the date hereof, to be paid annually on the first

day of June in each year, on the whole sum from time to time, remaining unpaid- And also that he will well and faithfully, in due season, pay, or cause to be paid, all ordinary taxes assessed for revenue purposes upon said premises or any part thereof subsequent to the year 1851- And also all other assessments which now are or may be hereafter, charged or assessed upon, or against said premises, or any part thereof- But in case the said party of the second part fail to pay any, or all such taxes or assessments upon said premises, or appurtenances, or any part thereof, whenever and as soon as the same shall become due or payable, and the party of the first part shall pay from time to time, or at any time, any or all such taxes or assessments, or cause the same to be paid, the amount of any and all such payments so made by the party of the first part, shall immediately thereupon become an additional consideration and payment to be made by the party of the second part hereto, for the premises herein agreed to be conveyed-

The party of the second part further agrees that he will erect good substantial buildings on said premises, by the first of December next, worth at least one thousand dollars, which shall remain thereon, and be held by the parties of the first part as security for the moneys to become due, hereon, until the same are fully paid-

340. And the said party of the first part, further co-
enants and agrees with the said party of the secon
part, that upon the faithful performance by the
said party of the second part, of his undertaking in
this behalf and of the payment of the principal
and interest of the sum above mentioned, in the
manner specified, he, the said party of the first
part, shall and will without delay, well and
faithfully execute, acknowledge and deliver, in
person, or by attorney duly authorized, to the party o
the second part, his heirs or assigns, a deed o con
ance of all the right, title, and interest of the pa
ty of the first part, of, in and to the above describe
premises, with their appurtenances, with co enan
340. of warranty against any act or thing done or suff
ed by the party of the first part.
And it is mutually covenanted and agreed by an
between the parties hereto, that in case default
shall be made in any of the payments of princi
pal or interest, at the time or any of the times a
bove specified, for the payment thereof, and for
sixty days thereafter, this agreement, and all the
preceding provisions hereof, shall be null and
void and no longer binding, at the option of said
party of the first part, their representatives or assign
and all the payments which shall then have be
made thereon, or in pursuance hereof, absolutely and
forever forfeited to the said party of the first part

340

or at the election of the said party of the first pa
their representatives and assigns, the covenants o
liability of the said party of the second part, sha
continue and remain obligatory upon the said pa
ty of the second part, and may be enforced, and
the said consideration money, and every part the
of, with the annual interest as above specified
be collected by proper proceedings in law or equi
from the said party of the second part, his heir
executors, administrators or assigns—
And it is further mutually covenanted and a
greed by and between the parties hereto, that in
case of default in the payments stipulated to be
made by the said party of the second part, or an
341. part thereof, and the election of the party of the
first part, their representatives or assigns, to consi
er the foregoing contract of sale at an end, and
prior payments forfeited, the said party of the
second part, his heirs, representatives or assigns, sh
may have possession, or the right of possession of
said premises at the time of such default, or a
any time thereafter, shall be considered and are
hereby agreed and declared to be in law and eq
uity, the tenant and tenants at will of said pa
ty of the first part, their representatives and assi
on a rent equal to an interest of ten per cent per
annum, on the whole amount of the purchas
money above specified, payable quarter-yearly, fo

342.

the day of such default in payment of principal or interest - And after such default in payment, and election to consider the above contract of sale as void the said party of the first part, their representatives and assigns, shall and may have and exercise all the powers, rights and remedies, provided by law or equity to collect such rent, or to remove such tenant or tenants, the same as if the relation of landlord and tenant hereby declared, were created by an original, absolute lease, for that purpose, on a specified rent payable quarterly, on a tenure at will - And that in such case, the said tenant or tenants shall and will pay or cause to be paid all taxes and assessments, ordinary and extraordinary, which may be said

342. or assessed on said premises, or any part thereof, during the continuance of such tenancy - and will not commit or suffer any waste or damage to said premises, or the appurtenances, but will keep and deliver up, on the termination of such tenancy, the said premises and appurtenances, in as good order and repair, (ordinary wear and decay and unavoidable injury by the elements, excepted) as they were at the commencement of such tenancy -

In witness whereof, the parties of the first part in person and by attorney, and the party of the second part, in his own proper person, have hereunto respectively set their hands and seals, on the day and year first above written -

Sealed and delivered (signed) W. B. Ogden (Seal)
in presence of Allen Robbins, by (Seal)
(signed) Edwin R. La Bar W. B. Ogden, his attorney
(signed) Hiram Joy (Seal)

Endorsed on said Instrument, appear the following words and figures—

"10% Coms of 152 50
Chg^d. Aug. 10 of 52"

Exhibit "B"

Attached to the deposition of Augustus Frisbie—

Copy This Indenture made the twenty-ninth day of February, in the year of our Lord, One thousand eight hundred and fifty six, between William B. Ogden (bachelor) of Chicago, Cook County, Illinois, and Allen Robbins (bachelor)
343. of the City, County and State of New York, of the first part, and Hiram Joy, of Chicago, Illinois, of the second part—

Witnesseth—That the said parties of the first part for and in consideration of the sum of $1.525. Fifteen hundred and twenty five dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have aliened, remised, released, conveyed and confirmed, and by these presents, do alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot and parcel of land situate in the County of Cook and State

344. of Illinois, known and distinguished as part of the East half of the South East quarter of section five (5) in township thirty nine (39) North of Range fourteen (14) East, bounded as follows- Beginning in the centre of North Branch Water street as opened and graded at a point Eight feet North Westerly from the North West corner of two acres deeded to Charles H. Gray, by said Ogden & Robbins, and running thence North, fifty four and a quarter degrees West (54 1/4 W) along the centre of said street seventy-five (75) feet- Thence South thirty degrees West, four hundred and forty five (445 ft) to the centre of the North Branch of Chicago River thence down the centre of said North Branch

344. to a point, from which a line drawn North, twenty four and a quarter degrees (24 1/4° E) East will reach the place of beginning and thence from said point North twenty-four and a quarter degrees (24 1/4°) East four hundred and fifty three (453 ft) feet to the place of beginning- Containing about one acre of ground, reserving two rods in width from the North end of said premises for a highway- Said premises now known as Lot Eleven (11) Block Eighty (80) in Elston Addition to Chicago-

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and also all the Estate, right, title, interest, property, possession, claim and demand

whatsoever, as well in law as in Equity, of the said
part of the first part, of, in and to the above desc
ed premises, and every part and parcel thereof, wit
the appurtenances—
To have and to hold, all and singular, the above
mentioned and described premises, together with
the appurtenances, unto the said party of the secon
part, his heirs and assigns forever—
And the said William B. Ogden and Allen Robbin
for themselves, their heirs, executors and administr
tors, do hereby covenant, promise and agree to and
with the said party of the second part, his heirs
and assigns, that they have not made, done, com-
345. mitted, executed or suffered any act or acts, thing
or things whatsoever, whereby or by means whereof,
the above mentioned and described premises, or
any part or parcel thereof, now are, or at any time
hereafter, shall or may be impeached, charged
or incumbered in any manner or way whatso
ever—subject nevertheless to all taxes and assess-
ments levied or assessed on or against said prem
ses since the year 1851—
In witness whereof, the said parties of the first
part have hereunto set their hands and seals the
day and year first above written—

(Signed) W. B. Ogden (Seal)

Sealed and delivered in (Seal)
presence of

346.
Copy

"Exhibit A."

Attached to the deposition of Franklin Hathaway

The Wight property, In ac with Ogden, Jones & Co, successors to Ogden & Jones—

		Amts		Time	Int	
1853						
Feby 2	To pd Acky Deed to Hees & Fugil		25			
Apl 30	" " taxes of 1852 on 8 acr in NE 5 under Contrt	15.	21			
May 10	" " for Horse & Buggy July 7/52 to shew property	1.	50			
" 20	" " Gerards time surveying, calculating Arias & making maps of property	18.	75			
July 13	" " Acky Deed to Guy R. C. Allen on Banman's Contract		25			
" 23	" " " " F Ambs Zimmerman's		25			
Aug 1	" Amt transferred to Cr. A Robbins	421.	34			
" "	" " " J. C. Marshall Trustee	421.	35			
" "	" " " Ogden & Jones.	421.	34			
1853.	Cr.	$1300.	24			
Feby 28	By Cash of H. Bauman in full Contt 2a in NE 5	70	75	5 Mo.	1.	7
Mch 21	" " or In Bonds Contract 1a " Do	189.	97	4 1/3 "	4.	1
" 29	" " of S. Bauman " " 1a Do	225.		4 2/30	4.	5
Apl. 18	" " Do in full of Same	97.	06			
"	" " H. Bauman for St. & Co. taxes of 52 on 2a	2.	36	3 12/30	1.	6
May 6	" " Henry Schade on Contract 1a in N E 5	100		2 25/30	1.	4
" 23	" " M. Zimmerman " " 1a Do in full	131	78	2 8/30	1.	5
July 5	" " Hugh Steel in full Judgments & Costs	83	22	.26		3
" 19	" " C. H. Gray on Contract 2a in E 1/2 S E 5	284		.12		5
26	" " Henry Schade " " 1a W 1/2 N E 5	100		5		08
	Carried over	$1284.	14			

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1853	Amount brot forward	1284. 14.	16.
Aug 1	By Interest pr Interest column	16. 10	
		$ 1300. 24	

Chicago Augt 1st 1853.

Ogden, Jones & Co.
pr H. Hathaway—

Allen Robbins Advance a/c

In a/c with Ogden & Jones

1853 Feby 1	By Bal due you, as rendered this date,	4172	
" "	Amt retained equal to 1/2 of 388 67 due from Marshall Trustee at this date	194 43.	
Aug. 1.	Int 6 Mos on same to date at 6%	3. 83. 200	2
	Amt due & subject to your Dft at sight	$ 4,372	7

347. Chicago Aug 1. 1853. Ogden & Jones,
per H. Hathaway

Allen Robbins Esq.

In a/c with Ogden & Jones

1853 Feby 1	By Amt, due you as rendered this date	3888	3
Aug 1	" 1/3 nett sale of Wright property a/c at date	421	3
	Amt due & subject to your Dft at sight	$ 4. 309	6

Chicago Aug 1. 1853.

Ogden & Jones
per H. Hathaway—

6 for 8

"Exhibit B"

Attached to the deposition of Franklin Hathaway—

Wright-Property—

In a/c with Ogden, Jones & Co.

348.

1855 — Survivor and successors of Ogden & Jones, Co

Sept. 1. By Cash of Chicago Land Cy in full of Jno Bradleys & A. Hyatt Smiths cont^c payt. & Interest $26,500.00

1856. Dr.

Feby 1	To 1/3 nett bal of a/c transf^d to Ogden & Jones	$8833.	3
" 1	" 1/3 " " " " " " Allen Robbins	$8833.	3
" "	" 1/3 " " " " " " J. C. Marshall Jr.	$8833.	33
		$26,500.	00

Allen Robbins Esq.

In a/c with Ogden, Jones & co.

Successors and Survivors of Ogden & Jones,

1855.			
Aug 1	By Balance due you as per a/c rend^d this date	28.174.	8
1856 Feby 1	1/3 nett Bal Wright Property a/c as rendered this day		3
	Amt due A. Robbins,	$87.008.	1

Ex C. Ex.

Chicago February 1st 1856.

Ogden, Jones & Co

Do/x

"Exhibit C."

Attached to the deposition of Franklin Hathaway

Wright Property.

In a/c with Ogden, Jones & co.

Survivors and successors of Ogden & Jones, Co

1854			
Sept 1	By Cash of S. Bradley & A. Smith on Cont. for pur of property & int	28.000	
Oct. 31 1855	" " S. B. King in full H. Basman's Cont. 1st N.E.S.	72.	8
Jany 16	" " H. Smith Ino Bonds " " " "	79.	
		$28,152.	5

1854. Dr.

Sept 4	To pd Justices bill Acky A. Robbins signature to 7 deeds	5	
7	" " " " " W. B. Ogden " "	1	7
1855 Feby 1	" 1/3 nett bal of this ap transferred to Ogden & Jones Cr.	9381.	92
"	" " " " " " " Allen Robbins, "	9381	93
"	" " " " " " " J. C. Marshall, Tr. "	9381.	9
	E. & O. E Chicago Feby 1st 1855.	$28,152.	5

Ogden, Jones & Co.

Mr. Allen Robbins

In ap with Ogden, Jones & Co.
survivors & successors of Ogden & Jones Cr.

1854. Aug 1	By Balance due you as per ap rendered this date by Ogden & Jones,	18,674.	97
1855. Feby 1.	" 1/3 nett bal of Wight prop ap as rend;	9.381	93
		$28,056.	90

E. & O. Ex. Chicago Feby 1st 1855.

349.

Ogden, Jones & Co.

Interest should be charged an credited on this account makin a difference of $1 in favor of the debits - The difference being sma I do not make it - A R

Copy "Exhibit D."

Attached to the deposition of Franklin Hathaway - Wight Property

In ap with Ogden, Jones & co. survivors and Successors of Ogden & Jones Cr.

1855

July 7 By Cash of C. F. Gray, in full Cont. 2a

350. in S.E. 1/4 5,, 39,, 14 & taxes as p^d by us, $454. 9

Dr.

1855 Feby 8	To paid filing notice of claim under judts		2
10	" " City & School tax of 1854. on 2 Lots	54	
"	" " State & County " " " "	46.	86
Aug 1	" 1/3 nett balance of a/c transf^d to Ogden & Jones,	117.	93
"	" " " " " " A. Robbins	117.	94
"	" " " " " " J. C. Marshall Jr.	117.	94
		$454.	92

Allen Robbins Esq.

In a/c with Ogden, Jones & co. survivors & successors of Ogden & Jones, Cr.

1855 Feby 1	By balance due you as per a/c rend^d this day	28.056.	9
Augt. 1	" 1/3^d bal^c of Wight prop^y " transf^d as rendered this day	117	94
		$28,174.	84

E & O E. Chicago August 1. 1855.

Ogden Jones & Co.

Copy "Exhibit E"

Attached to the Deposition of Franklin Hathaway

The Wight Property

In a/c with Ogden, Jones & Co.

Successors to Ogden & Jones Dr.

		Amt.		Time	
1852 Aug 1.	To Bal due as per a/c rend^d by Ogden & Jones this date,	4326.	83.	6 mo.	12
Sept. 21	" paid acknowg deed Ogden & Robbins to I Tells		50		
53) Jany 31	" 10% comms on sale of all the Wight property described in agreement of May 31. 1847. between W. B. Ogden, A. Robbins & J. C. Marshall				

3 50

			Amt		Time
	To which was unsold on 1st August 1852				
	(including 1a contracted to Hiram Joy &				
	subject to the terms of that Contt) to				
	Bradley & Smith, for $100.000 payable 1/4				
	Cash down bal in 1, 2, & 3 years. Int a 6%		10.000		
" "	" Interest to date as per Interest Column		129.	80	
	1/3 nett balance to be.	S. C. Marshall Trustee	3888	80.	
	1/3 " " " "	Allen Robbins,	3888	30	
	1/3 " " " "	Ogden & Jones	3888	30	
			$26,122	03	

351

Cr.

1852						
Aug 9	By Cash of C. Burns, on Cont. for 1a		.50		5, 21	1,4
19	" " " A. Bassman " " 1a		.50		5, 10	1,3
Sept. 3	" " " C. Rocher " " 1a in full		65	30	4, 27	1.6
28	" " " A. Bassman " " 1a		25		4.	5
			190	30		4.8
1852						
Oct. 8	By Cash of C. Burns, on Cont. for 1a		23	"	3.22	.4
Nov. 11	" " " Bradley & Smith 1st pay't on their Contract		2500	"	2,20	333
"	" " " Same for Int. on above pay't from Sept.					
	1 1852 to date a 6%		295	83	2,20	3.4
13	" " " A. Schade on Cont 1a in W½ NE 5		80		2.17	8
Dec. 13	" " " M. Zimmerman " 1a Do.		157	74	1.17	1.2
16	" " " A. Bassman " 1a Do		80	35	1.15	6
53 Jany 19	" " " Bills for City Taxes of 1852 on ½a			50		
Feby 1	Interest as per Interest Column		344	31		
	Chicago, Feby 1. 1853.		$26,122	08		

Ogden, Jones & Co. per H. Hathaway—

352. Jas. C. Marshall, Trustee

In a/c with Ogden & Jones Dr.

1852 Aug. 1	To Balance due this date per a/c rend^{d}		4152.	59
Feby 1	" Interest on same 6 Mo. to date @ 6 %		124.	58
	Cr.		4.277.	17
1853 Feby 1.	By 1/3 nett balance of Wight Property a/c at date		3888	30
	Balace due O & J.		$388.	87

Chicago Feby 1. 1853.

Ogden & Jones,
per H. Hathaway

Allen Robbins advance a/c

In a/c with Ogden & Jones Cr.

1852 Aug 1	By Amt. of a/c at this date as rend		4222.	71
Feby 1	" Int. on same 6 Mo. to date @ 6 %		144.	19
			4366.	90
	Reserving 1/2 of $388^{87} due from J. C. Marshall, Trustee		194.	43
	Balance subject to your Dft @ sight	$4.172.		47

Chicago Feby 1, 1853.

Ogden, Jones & Co,
per H. Hathaway

Allen Robbins Esq.

In a/c with Ogden & Jones. Cr.

1853 Feby 1.	By your 1/3 nett proceeds of Wight property a/c at date subject to your Dft at sight	$3,888.		30

Chicago Feby 1. 1853.

Ogden, Jones & Co.
per H. Hathaway

"Exhibit F." attached to the deposition of Franklin Hathaway.

Wight Property

1852 In a/c with Ogden, Jones & Co. Successors of Ogden & Jones Dr.

Augt 10	To Commission 10% on sale 1a E½ S.E. 5. to Hiram Joy @ 1525	152	50
1853 Jany. 31	" Interest on Amt Comm Chgd on sale to H. Joy to Feb. 1. 1853	4	32
June 30	" Chicago Land Co for transfer of payt recd May 27/53 of H. Joy on Cont. 1a	603	28

1853 Cr.

Jany 31	By Countrchg of Comm Chgd Augt 10/52 on sale to H. Joy @ $1525.	152	50		
	" Countrchg Amt Int. Chgd on above Comm in a/c recd	4	32		
May 27	" Cash of H Joy on Cont 1a in Sec 5	603	28		
		$760	10	$760	10

A correct abstract of "Wight Property" a/c on books of Ogden Jones & Co as far as relates to sale to Hiram Joy

F. Hathaway

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Chicago Land Co

1853 In a/c with Ogden Jones & Co. Cr.

June 30	By Wight Property, for transfer of Amt. recd May 27/53 of H. Joy on his Cont 1a	603	28
1854 Decr 1	" Cash of H. Joy on Cont 1a in 5. 39. 14. —	588	—
1855 Novr 7	" " " H. Joy on Cont. S.11. B.83. E.A in full —	584	18
		$1,775	46

A correct abstract of Chicago Land Co a/c on books of Ogden Jones & Co. so far as relates to sale to Hiram Joy.

F. Hathaway

35-4

Whereupon the said defendant by his Solicitors produced and filed in said cause, a certain stipulation in the words & figures following, to wit:

Stipulation.

Charles Butler et al
vs
Allen Robbins

Circuit Court of Cook County -
In Chancery

It is admitted on the part of the Complainants that the letter of March 4th 1848 addressed by Allen Robbins to Ogden & Jones, & attached to the deposition of Wm B Ogden and marked "Exhibit H", and that the letter of August 27th 1852 addressed by Allen Robbins to W. B. Ogden, attached to the same deposition and marked "Exhibit 6" were written and received at or about the times respectively that they bear date -

35-4.

Beckwith, Merrick & Sawin. Solrs for Complts

And thereupon, on the day and year aforesaid, to wit: May 2d 1859, and of the same Term aforesaid, to wit: the April Term of said Court, the following proceedings, among others in said Court, were had and entered of record therein in said cause, to wit:

Charles Butler
John P. Chapin
Walter S. Gurnee
vs
Allen Robbins

In Chancery

705
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Mahlon D. Ogden
vs
Allen Robbins
} Bill.

This cause came on to be heard at this term, on bill, answers, replications, depositions, and evidence taken at the hearing, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows, namely—

That the said agreement in writing, bearing date the 10th day of November, A.D. 1852. and in the pleadings set forth, ought to be carried into execution, according to the true intent and meaning of the parties, and the Court doth order and decree the same accordingly—and that the said Allen Robbins, defendant, within [illegible] after the date of this decree, execute and deliver to the said Mahlon D. Ogden, Trustee of the Chicago Land Company, a deed of conveyance, acknowledged agreeably to the laws of this State, which shall be sufficient and effectual in law to convey to the said Mahlon D. Ogden, Trustee as aforesaid, the legal title to an undivided one half of the following described premises, situate in the City of Chicago, County of Cook and State of Illinois, and all the the said Allen Robbins' right, title and interest in and to the same—that is to say, the undivided one half of all the following Lots and Block

in Wights Addition to Chicago (said Addition bein
laid out on the Southerly portion or end of the Ea
Half of the South East Quarter of Section Five (5) in
Township Thirty nine (39) North of Range Fourteen
(14) East of the Third Principal Meridian) to wit-
Lots one (1) and three (3) in Block one (1)- Lots
one (1) two (2) three (3) four (4) five (5) and six (
in Block two (2)- Lots one (1) two (2) three (3) fou
(4) five (5) six (6) seven (7) eight (8) nine (9) ten
(10) eleven (11) twelve (12) and thirteen (13) in
Block three (3) Lots one (1) two (2) three (3) f
(4) five (5) six (6) seven (7) eight (8) and nine (
in Block seven (7)- Lots one (1) two (2) three (3)
four (4) five (5) six (6) seven (7) [illegible]

356. ten (10) eleven (11) and twelve (12) in Block Eight
(8)- Lots one (1) two (2) three (3) four (4) five (5) six
(6) seven (7) nine (9) ten (10) eleven (11) twelve (12)
thirteen (13) and fourteen (14) in Block nine (9)
Lot one (1) in Block four (4) being the entire
Block- Lots one (1) two (2) three (3) four (4) five (5) seven
(7) eight (8) nine (9) ten (10) eleven (11) and twelv
(12) in Block Five (5). Lots two (2) three (3) six (6
seven (7) eight (8) ten (10) thirteen (13) and fourtee
(14) in Block ten (10)- Lots three (3) four (4) five
seven (7) eight (8) ten (10) eleven (11) thirteen (13) an
fourteen (14) in Block eleven (11) Lots three (3)
five (5) seven (7) nine (9) eleven (11) and thirteen
(13) in Block Twelve (12) and Lots two (2) three (3) five (5)

Seven (7) eight (8) ten (10) and twelve (12) in Blo
thirteen (13) and also all the residue of said East
half of the South East quarter of Section Five (5) a
foresaid being all of said East half of said South
East quarter, not embraced in Wights Addition a
foresaid, and containing about fifty three (53) acre
more or less, (excepting and reserving therefrom, tw
acres situated on the bank of the North Branch
of the Chicago River, on the) East line of said last
named tract of about fifty three acres aforesaid
being the same two acres heretofore, to wit, before t
10th/11 day of November, A D. 1852. contracted to be sold
to C. F. Gray, the boundaries of which, will by refe
3457. ence to said contract, more fully appear) And also
the undivided half of all the [illegible]
of said Section Five (5) in the [illegible]
aforesaid, containing about one hundred and
sixty (160) acres more or less, excepting and re
ing therefrom, however, about nine acres of gro
heretofore, to wit, before the said 10th/11 day of Nove
ber, A D. 1853. sold, or contracted to be sold, in pa
cels respectively, as follows — To C. Roscher, one (1) a
cre, lying on the East side of the North Bra
of the Chicago River, and bounded on the West
by the centre of said North Branch — on the Nort
by an East and West line five (5) chains South
of the North line of said Section Five (5) on the
East, by the centre of Cherry Street, so called, and

extending in width South, one chain and nin
ty-nine (99) links. To Francis Bauman, two (2)
acres similarly bounded on the East and West
and lying South of, and adjoining C. Bosche's acre
To Stephen Bauman, one acre next South of, and
adjoining Francis Bauman's two (2) acres, and
similarly bounded on the East and West. To Vin
cent Burns, one acre next South of, and adjoin
ing Stephen Bauman's acre, and similarly bound
ed on the East and West. To Henry Schade, one
acre next South of the last described acre, and
similarly bounded East and West. To Michael
Zimmerman, one acre similarly bounded East
and West, and lying South of
intervening lot of one acre lying between it and
the lot of Henry Schade. To Michael Bassman,
one acre lying next South of Michael Zimmer
man's acre, and similarly bounded East and
West. To John Bond, one acre lying next South
of, and adjoining Michael Bassman's acre, and
similarly bounded East and West. being in all
nine (9) acres so reserved and excepted as afore
said, from said North East Quarter of said Sec
tion Five (5) for more particular descriptions of
which, reference is made to the respective con
tracts of sale made with the several parties here
inbefore named.

And it is further ordered, adjudged and decreed

that should the said Allen Robbins refuse or fail to execute a deed of conveyance as aforesaid, to the said Mahlon D. Ogden, Trustee as aforesaid, according to the commands of this decree, within the said thirty days from the date hereof, that then and in that event, the said L. C. P. Freer, Master in Chancery, shall make execute and deliver to the said Mahlon D. Ogden Trustee as aforesaid, a deed of conveyance which shall be sufficient and effectual in law, to convey to said Ogden the undivided half of the hereinbefore described premises, and all his, the said Allen Robbins right, title and interest in and to the same. And it is further Ordered by consent of parties, that the parties have all the benefit of their exceptions to the several rulings of the Master as noted in the Masters several certificates, as fully as if the same were embodied in this decree. And it is further Ordered that the defendant do pay the said Complainants their costs of this suit, to be taxed by the Clerk of this Court.

Whereupon the said defendant by his Counsel excepts and prays an appeal to the Supreme Court of the State of Illinois, which is granted by the Court upon condition that the said defendant shall within three days from

360. dat execute and file with the Clerk of the Court his appeal bond herein in the penal sum of Five hundred dollars, conditioned according to Law, with William B Egan as surety thereto.

And afterwards, to wit: on the day and year last aforesaid said defendant files with the Clerk of said Court his certain appeal bond in said cause, which said words and figures following, to wit:

Appeal Bond.

Know all men by these presents that Allen Robbins as principal, and William B. Egan as surety, are held and firmly
360. bound unto Charles Butler, John R. Chapin, Walter S. Gurnee and Mahlon D. Ogden, in the sum of Five Hundred Dollars, to be paid to the said Charles Butler, John R. Chapin, Walter S. Gurnee and Mahlon D. Ogden, or to their executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, and every of them, firmly by these presents. Sealed with our seals and dated the second day of May A.D. 1859.

The condition of the above obligation is

such, that [illegible] the said Allen Robbins has prayed for and taken an appeal from the judgment and decree rendered by the Circuit Court of the County of Cook in the State of Illinois, in a certain suit in Chancery, now lately pending in said Court, wherein Charles Butler, John P. Chapin, Walter S. Gurnee and Mahlon D. Ogden are complainants, and the said Allen Robbins is defendant, to the Supreme Court of the State of Illinois. Now if the said Allen Robbins shall well and truly pay, perform and abide by the said judgment and decree, and shall well and truly pay, all such costs, interest and damages as shall be awarded or decreed against him, in case the said judgment and decree shall be affirmed, and shall also duly prosecute his said appeal, then this obligation shall be void, otherwise to be in full force and effect.

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Allen Robbins
Wm B. [illegible]

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of [illegible] County, in the State aforesaid, do hereby certify the above and foregoing, t[illegible] true, perfect and complete copy of the pleadings & other papers filed and proceedings had & entered of record in a certain cause lately pending in said Court on the Chancery side thereof, wherein Charles Butler, John P. Chapin, Mahlon D. Ogden & Walter S. Gurnee were Complainants and Allen Robbins was Defendant.

In Witness Whereof, I have hereunto set my hand, and affixed the Seal of said Court at Chicago, this Sixteenth day of January A. D. 1860

Wm L. Church Clerk.

Ins $100

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Allen Robbins
vs
Charles Butler

1860

Record & Errors

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13112

Filed Apl. 17. 1860.
L. Leland
Clerk

1860

1860

Stuart & [illegible]
att