

14312

No. \_\_\_\_\_

# Supreme Court of Illinois

Maxfield

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vs.

Patchen

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71641  7

713  
STATE OF ILLINOIS,  
SUPREME COURT,  
Third Grand Division.

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No. 187

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14312

*Maffey*

*Patchen*

1862

*Maffey*



At a Circuit Court, sitting as a Court of Chancery, begun and holden at the Court House in the Town of Oregon, within and for the County of Ogle and State of Illinois, on Monday the fifth day of October in the year of our Lord one thousand eight hundred and fifty seven

Present: Hon. John V. Eustace, Judge of the 22<sup>d</sup> Judicial Circuit & Presiding Judge of said Court —  
 Eliphalet R. Tyler, Sheriff  
 Mortimer W. Smith, Clerk

In a cause then and there pending, wherein Alfred Patchen was Complainant and William M. Moffield and John S. Greene were Defendants, the said Complainant did on the 19<sup>th</sup> day of September A. D. 1857, file his Bill of complaint in said Court, which said Bill is in the words and figures following to wit: —

In the Ogle County Circuit Court  
 In Chancery —

To the Honorable John V. Eustace  
 Judge of the Fourteenth Judicial Circuit of the  
 State of Illinois, and as such Judge of the  
 Circuit Court for the County of Ogle —

Complaining respectfully states, Alfred Patchen

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of Lindenwood, in the County of Ogle and State of Illinois that on the twenty first day of April, in the year of our Lord one thousand eight hundred and forty nine, he this Complainant entered by pre-emption at the Land office of the United States, at Dixon, under the Act of Congress in that behalf passed on the fourth day of September, in the year one thousand eight hundred and forty one, the South East quarter of Section Seventeen, in Township forty one, North of the Base line of Range Two, East of the third principal Meridian, by filing his declaratory statement required by the said act, dating his settlement on the fourteenth day of the same month, intending to pay for the same within one year from the time of said entry, so as to secure to himself the title to the said land, in pursuance of the said act—

And this Complainant further states, that on the nineteenth day of September, 1849, one Rice Fay located a Land Warrant on the West half of the said quarter section and on the seventh day of January, 1850, one John V. Eustace located a land warrant on the South East quarter of the same quarter section—

And this Complainant further states that the respective rights of this Complainant, and the said Rice Fay and John V. Eustace, to the said tracts of land respectively, were contested before the Register and Receiver of the said Land office at Dixon, and that on the  
day of \_\_\_\_\_ in the year of our Lord, one  
thousand eight hundred and \_\_\_\_\_ the said

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Registry and Receiver decided the said contest in favor of this Complainant, against the said Rice Fay and John V. Eustace respectively, and awarded the right to the said tracts of land to this Complainant —

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And this Complainant further states that Henry A. Mix, of Oregon, in the said County of Ogle, Attorney and Counsellor at Law, acted as counsel of this Complainant at the said contest, and that he the said Mix was then engaged in selling land warrants at Oregon aforesaid, in his own name; that upon the said contest being so decided as aforesaid; this Complainant not being able to raise the necessary money to pay for the said Quarter Section of land, informed the said Henry A. Mix thereof and requested him to sell to this Complainant a Land Warrant on credit, to enable this complainant to pay the said pre-emption entry: —

And this Complainant further states that he the said Henry A. Mix, offered to do so, upon condition that this complainant, to secure the payment of the price thereof, would make to him a Deed of the said quarter Section of land, absolute on its face, and should take back a Bond for the re-conveyance of the said quarter Section of land, upon the payment of the price of the Warrant, the price being fixed at Two hundred and twenty dollars, payable, one hundred and ten dollars in one year, and the residue in two years —

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And this complainant further states that he assented to the said offer; and thereupon the

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said Henry A. Mix on the Ninth day of April, in the year of our Lord 1850, transferred to this Complainant a Land Warrant for one hundred and sixty acres of land, granted in pursuance of an Act of Congress, entitled "An Act to raise for a limited time an additional military force, and for other purposes", approved 11. February 1847, to one James McBord, father and heir at Law of William McBord deceased, private in Captain Hailes Company, Fourteenth Regiment United States Infantry, and numbered 64.213, in consideration of the said sum of Two hundred, and twenty dollars: and to secure the payment thereof, this Complainant at the same time executed to the said Henry A. Mix, two promissory Notes, one for the sum of One hundred and ten dollars, payable in one year from the said ninth day of April 1850, with interest, and the other for the like sum of one hundred and ten dollars, payable in two years from the same date, with interest, and also at the same time made to the said Henry A. Mix, a deed of the said quarter section of land herein before described, absolute in its terms, a copy whereof is hereunto annexed, marked A, for part of this Bill and at the same time the said Henry A. Mix in defeasance of the said Deed, made to this Complainant his Bond, by which, after the recital therein of the said notes, he the said Mix covenanted to reconvey all his right, title and interest in the said Quarter Section of land to this Complainant upon the payment of the said sum, being made at the time and in the manner aforesaid: a Copy of which Bond is hereunto annexed, marked B, for part of this Bill.—

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And this Complainant further states, that the said deed was duly acknowledged by this Complainant, and was entered for record on - 10. April. 1850, and duly recorded in Book G of Deeds, pages 196 and 197, in the Recorder's office of the said County of Ogle; that the said Bond was on the same 10 - April 1850, entered for record in the same office, and was recorded in said Book G of Deeds, page 196 and that the said papers referred to as marked "A" and "B" are certified copies of the said Deed and Bond, and of the acknowledgment of the said Deed, from the same record -

And this Complainant further states, that to satisfy the sum of money due to the United States upon his said presumption, he this Complainant on the ninth day of April, in the year of our Lord one thousand eight hundred and fifty-five days before the expiration of his said pre-emption right, presented the said land office in Dixon the said Land Warrant by him purchased of the said Henry A. Mix, and offered the same in payment of the said pre-emption money, and it was accepted as payment thereof -

And this Complainant further states that thereupon, and on the same ninth day of April in the year of our Lord one thousand eight hundred and fifty, the said land warrant by him purchased of the said Henry A. Mix, was duly located upon the said South East Quarter of Section Seventeen in Township Forty one, North of the Base line, Range Two East of the third principal Meridian, in the name of this Com-plainant -

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And this Complainant further states, that after the said location, and on the \_\_\_\_\_ day of \_\_\_\_\_ in the same year 1850, the said Rice Fay and John V. Eustace took an appeal from the said decision of the Register and Receiver respectively to the Commissioner of the General Land Office of the United States; and the papers relating to the said contest, and the evidence taken in the same were thereupon transmitted to the said Commissioner, together with the papers relating to the said location by this Complainant under the said Land Warrant N<sup>o</sup> 64 213, —

And this Complainant further states that the decision of the said appeal by the Commissioner of the General Land Office, was in favor of this Complainant and against the said Rice Fay and John V. Eustace; that the said Commissioner thereby decided that the said fore-emption claim, of this Complainant being perfected by the said location of land warrant by this Complainant, must prevail over the said locations made by the said Rice Fay and John V. Eustace, and thereupon the said Commissioner communicated his said decision to the said Register and Receiver in the following letter of instructions, addressed and sent to them by the said Commissioner; that is to say:—

"General Land Office  
June 1<sup>st</sup> 1850

"Gentlemen,

"The testimony accompanying the location of Military Warrant N<sup>o</sup> 64. 213, by

Alfred Patchen, on the S. E<sup>4</sup> Sec 17, T. 41, N. R. 2. E. by virtue of his pre-emption claim under act of 4<sup>th</sup> Sept. 1841, having been examined, your decision in favor of his claims has been approved, -

"The conflicting "conditional" locations made by Milit. Warrants N<sup>o</sup> 4204 and No 21.205. are of course superseded by Patchens location, under a right prior in date and you will accordingly so note on your Books &c. and permit those two warrants to be located upon the land, in accordance with law -

Respectfully your Obt. Servant  
(Signed) " J. Butterfield - Comm  
" Register & Receiver }  
Dixon, Illinois }

And this Complainant further states that the said Rice Fay, and John V. Eustace, in pursuance of the said letter of instructions, were permitted to, and did withdraw their said respective land warrants -

And this Complainant further states - that in pursuance of the said decision of the Commissioner of the land office, a patent for the said Quarter Section of land was issued to this Complainant, on the fifteenth day of December, in the said year one thousand eight hundred and fifty -

And this Complainant further states that after the said money and notes became due, he, this Complainant made several special agreements with the said Henry A. Mix, for delay in the payment thereof, and

8 finally, in the spring of the year one thousand eight hundred and fifty four, this Complainant, having made an agreement to sell the said Quarter Section of land to a person who was a stranger to him, and whose name he does not now recollect, went with the said person to the office of the said Henry A. Mix at Oregon in said County of Ogle, and offered to pay him the amount of money due for principal and interest, of the said notes -

And this Complainant further states that the said Henry A. Mix, thereupon for the first time, informed this complainant that in selling the said Land Warrant to this Complainant, he acted as the agent of one Thomas R. Green of Chicago, and that he had assigned the said notes to John S. Green, of the City of Chicago in the County of Cook and State of Illinois, Administrator of the said Thomas R. Green (and made a defendant to this Bill) and had conveyed the legal title to the said Quarter Section of land to the heirs of the said Thomas R. Green, that he the said Mix had not the said notes in his possession, and could not receive payment of them -

And this Complainant further states, that upon searching in the Recorder's office of the said County of Ogle, this Complainant, then found the record of a deed dated 21 June 1852, whereby the said Henry A. Mix "remised, released, conveyed, and quit claimed" unto John S. Green, of Chicago, Albert G. Green, Elizabeth Green, Mary Ann Green and Ardelia E. Green, all of Providence, Rhode Island" all the right

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title, interest, claim and demand" of the said Henry A. Mix in and to the said Quarter Section of land, with divers other tracts of land of which he had acquired the legal title in the same manner in which he had acquired the legal title to the said Quarter Section, with habendum of the same "that is of the right title and interest so released and conveyed, and nothing more; and no covenant whatsoever: the said Elizabeth Green being a widow, and the other said parties grantees being the heirs of the said Thomas R. Green, deceased —

And this complainant further states that a certified copy of the record of the said last mentioned deed, and the acknowledgment thereof, is herewith annexed, marked "C." for part of this Bill —

And this Complainant insists, that inasmuch as the said deed does not purport to convey, any title or interest in the said land, except what the said Henry A. Mix had therein, no person claiming title in the said Quarter Section of land through that Deed, can claim any interest in the said land by way of estoppel, or as a purchaser in good faith without notice that the said Mix held the legal title to the said land, only as Mortgagee —

And this Complainant further states, that on or about the twenty first day of August, in the year of our Lord one thousand eight hundred and fifty two — the said Albert G. Green, by an Indenture of that date, after the recital therein that he was heir at law and entitled to one fifth part of the

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Real and personal Estate of the said Thomas R. Green deceased, which should remain after the payment of his debts and was desirous of selling and disposing of his title and interest in said estate, for a consideration expressed in the said Indenture, to be one dollar, "sold, assigned, remised, aliened, conveyed and quit-claimed" to the said John S. Green all his "right, title, interest and property of, in and to the said quarter section of land, and other tracts of land in the said Indenture described, with habendum of the same to the said John S. Green, his heirs and assigns; a certified copy of which deed, and of the acknowledgment thereof is hereunto annexed marked D, for a part of this Bill

And this Complainant further states, that on or about the twenty seventh day of February in the year of our Lord one thousand eight hundred and fifty four, the said John S. Green, Ardelia E. Green and Mary Ann Green, by an Indenture of that date, for a consideration expressed in the said deed, to be one dollar, "remised, released, and Quit Claimed" unto the said Elizabeth Green her heirs and assigns "all the right, title, interest, claim and demand" which they had in and to the said Quarter section of land and other tracts of land in the same Indenture described; - without habendum or covenant; which deed was duly acknowledged and recorded on 21 April 1854, and a certified copy thereof is hereunto annexed marked E, for part of this Bill -

And this Complainant further states, that on or about the fifth day of January, in the year of our Lord one thousand eight hundred and fifty five, the said Elizabeth Green, executed a- Indenture of bargain and sale dated that day whereby, according to the words of the said Indenture, she, in consideration of Twelve hundred dollars, granted, bargained, sold, remised, released, aliened and confirmed unto William M. Moaffield, of Sycamore, in the County of DeKalb and State of Illinois (a Defendant to this Bill) the said quarter section of land, in fee with habendum in the usual form and the usual covenants of seisen title power to sell, freedom from incumbrance and general warranty which deed was acknowledged and recorded: and a certified copy of the record of the said deed and acknowledgment is hereunto annexed marked F. for part of this Bill—

And this Complainant further states, that the said William M. Moaffield took possession of the said Quarter section of land, early in the spring of the year one thousand eight hundred and fifty five, and has held possession thereof, and occupied the same ever since: and has during that time cultivated divers portions thereof—

And this Complainant further states, that the said quarter section of land has always been afeared to this complainant: and he paid the taxes thereon up to the year one thousand eight hundred and fifty five—

And this Complainant further states, that shortly after he was informed by the said Henry A. Miss, in the

spring of the year one thousand eight hundred and fifty four that the said notes were in the hands of the said John S. Green as Administrator of the said Thomas R. Green. he this Complainant several times offered to pay the said John S. Green the full amount of principal and interest due upon the said notes: but the said John S. Green at all times refused to receive the same —

And this Complainant further states, that he caused the full amount of principal and interest then due upon the said notes to be tendered to the said John S. Green Administrator as aforesaid, on the fifteenth day of July, in the year of our Lord one thousand eight hundred and fifty seven, at his office in Chicago: and that he refused to receive the same: treating rudely and threatening with violence the agent of this Complainant who made the said tender —

And this Complainant further states, that the said William M. Hoaffield had notice, and well knew that the claim of the said Greens to the said quarter section of land, grew out of the fact that the said Thomas R. Green had by his said agent Henry A. Mix, sold the said land warrant to this complainant, and that the said deed from this complainant to the said Henry A. Mix was made to secure the payment of the price of the said warrant —

And this Complainant further states that before the said William M. Hoaffield went into possession of the said land, he this complainant called upon him, and expressly informed him that he this complainant was the legal and "aequitable" owner of the said quarter section

of land, and gave him notice that he this complainant would hold him accountable for any consequences which might result from his taking possession thereof, or going upon the same —

And this complainant has frequently in a friendly manner remonstrated with the said John S. Green and William M. Maffield against their wrongful conduct aforesaid, and requested them to permit this complainant to redeem the said land; and this complainant had well hoped they would have done so. —

But now so it is, that they refuse, and this complainant charges, that the said Thomas R. Green, about the time of the purchase by this complainant of the said land warrant, was extensively engaged in the sale of Land warrants on credit, by the intervention of agents, who conducted that business in their own names taking conveyances of the lands entered upon the Land warrants sold, to secure the payment of the purchase money that the said business was carried on by the said Thomas R. Green in several counties of this State contiguous to the said County of De Kalb, and particularly in the said county of De Kalb, where the said William M. Maffield resided; that the disputes and controversies which had arisen about the transactions of that business had made the manner and nature of those transactions notorious before and at the time of the making of the said deed to the said William M. Maffield, so that the said William M. Maffield had full notice and well knew thereof, and that the said negotiations between this complainant and the

said Henry A. Mix as agent of the said Thomas R. Green, was one of the transactions of the said Thomas R. Green aforesaid.

And this Complainant further charges, that it was a well known fact of which the said Masfield was aware when he took the said deed, that the said quarter section of land, at the time of the making of the said deed to Henry A. Mix, was worth as much - five dollars per acre or eight hundred dollars in the whole; so that he could not have believed that the conveyance of the said land from this Complainant to the said Mix, being expressed to be for the consideration of two hundred and twenty dollars, was intended as an absolute sale of the said land to the said Mix —

And this Complainant insists that the said deed to Henry A. Mix was and is void by virtue of the twelfth section of the preemption act of 4. Sept. 1841, which enacts that all assignments and transfers of preemption rights acquired under that act, prior to the issuing of the patent shall be void or at least the said deed was and is void as to creating any other than a mortgage interest —

But the said John S. Green and William M. Masfield pretend that the said location of the said land Warrant was not made by this complainant under or in pursuance of his said preemption right, but was an independent entry, irrespective of that right. This complainant however not only charges that the said location was made under, and in pursuance of the said preemption right, but that the said John S. Green, Elizabeth Green, William

Mr. Masfield and all the said heirs of Thomas R. Green had notice of that fact. And as proof thereof, this complainant charges, that when he made the said location, he this complainant received from the register of the said land office at Dixon, a certificate of the said location, and on the next day thereafter filed the same for record in the office of the Recorder of the said County of Ogle, and the same was there recorded in the following form, that is to say:—

United States } Register Office Dixon Ill.  
To } April 9<sup>th</sup> 1850.  
Alfred Patchen } Military Land Warrant N<sup>o</sup> 64,213, in  
the name of James McLeod has this  
day been located by Alfred Patchen upon the South East  
quarter of section 17, in Township 41, of Range 2<sup>nd</sup> East  
Contents of tract located 160 acres—Pre. Act 4<sup>th</sup> Sept 1841.

"Note the date of all assignments in all cases must be given at the time they are acknowledged, and no assignment of this Certificate will be regarded—

(Signed) Silas Noble, Register—

And this Complainant insists that the said certificate so recorded, was notice to all the world that the right to the said quarter section of land held by this Complainant at the time of the making of the said deed to Henry A. Mix was a preemption right under the said act of 4, Sept. 1841, and that the location of the said land warrant upon the same quarter section was only a mode of paying to the money due to the United States for the

said land —

And this complainant hereby offers to pay the said mortgage money and interest. To the end therefore that the said William M. Moaffield and John S. Green may, without oath, answer this bill of complaint, according to the rules and practice of Courts of equity in that behalf, —

And to the end also, that this complainant may be allowed to redeem the said quarter section of land by the payment of the said mortgage money and interest that upon such payment, the legal title to the same may be conveyed to this complainant; that an account may be taken of the monies due for the rents, use and occupation of the said quarter section of land, and the same be decreed to be paid to this complainant, that the said William M. Moaffield be enjoined and restrained by the order and injunctions of this writ from conveying away, or encumbering the said quarter section of land, or any part thereof, and that this complainant may have such other and further relief in the premises as he may be entitled to by the rules of law and equity —

May it please the said Judge of this Court that a writ of injunction be issued, enjoining the said William M. Moaffield as is above prayed; and that the said William M. Moaffield and John S. Green may be summoned to answer this bill of complaint according to the form of the statute in such case, made and provided — Alfred Patchen

F. Burnap of Counsel —

By Francis Burnap, his Solicitor

5  
"A"

Alfred Patchen

To

H. A. Mix

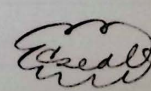
} This Indenture made this ninth day of April  
in the year of our Lord one thousand eight  
hundred and fifty - Between Alfred Patchen  
of the County, of the County of Ogle and State of Illinois,  
party of the first part, and Henry A. Mix of said County and  
State, party of the second part, Witnesseth that the said party  
of the first part for and in consideration of the sum of  
Two hundred and ten dollars to him in hand paid by the  
said party of the second part, the receipt whereof is hereby  
acknowledged, and the said party of the second part forever  
released and discharged therefrom, has granted, bargained  
sold, remised, released, aliened and confirmed, and by these  
presents does grant, bargain, sell, remise, release, alien, and  
confirm unto the said party of the second part and to his  
heirs and assigns forever all the following described premises  
situate, lying and being in the County of Ogle and State of  
Illinois & and described as follows to wit: - The South East  
quarter of Section (17) in township N<sup>o</sup> forty one (41) North  
of Range N<sup>o</sup> 2, East of the 3. Principal Meridian, in  
the district of lands subject to sale at Dixon Illinois  
containing one hundred and sixty acres (160) acres of land  
according to the Government survey be the same more or less  
Together with all and singular the hereditaments and appurten-  
ances therunto belonging or in any wise appertaining, and the  
reversion and reversions, remainders and remainders, rents, issues  
and profits thereof and all the estate, right, title, interest

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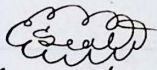
claim or demand whatsoever of the said party of the first part either in law or equity of in and to the above bargained premises with the hereditaments and appurtenances To have and to hold the said premises above bargained and described with the appurtenances unto the said party of the second part and to his heirs and assigns forever. And the said Alfred Patchen for himself and his heirs executors and administrators does covenant bargain and agree to and with the said party of the second part and his heirs and assigns that at the time of the enrolling and delivery of these presents the said Alfred Patchen was well seized of the premises above conveyed as of a good sure perfect absolute and indefeasible estate of inheritance in the law in fee simple and had good right full power and lawful authority to grant bargain sell and convey the same in manner and form as aforesaid and that the same are free and clear of all former and other grants bargains sales liens judgments taxes assessments and incumbrances of what kind or nature soever and the above bargained premises in the quiet and peaceable possession of the said party of the second part and his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof shall and will warrant and forever defend. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

Sealed & Delivered in presence of

Meiles B. Light

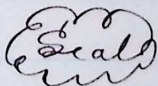
} Alfred Patchen 

State of Illinois }  
Ogle County ss. } J. John M. Hinkle, Clerk of the County  
Court in and for the said County, do hereby  
certify that Alfred Patchen personally known to me as the  
same person whose name is subscribed to the within deed  
appeared before me this day in person, and acknowledged, that  
he signed, sealed, and delivered the said instrument of writing  
as his free and voluntary act, and for the uses and purposes  
therein set forth. In Witness Whereof, I have hereunto set my  
hand and the seal of said Court this 9<sup>th</sup> day of April  
A.D. 1850.

 John M. Hinkle, Clerk,  
Filed April 10<sup>th</sup> A.D. 1850, at 9 o'clock A.M.  
5065 - Recorded Apr 17<sup>th</sup>, 1850 -

State of Illinois }  
County of Ogle, ss. } J. Mortimer W. Smith, Clerk of the  
Circuit Court, and Ex Officio Recorder  
in and for said County in the State aforesaid, do hereby  
certify that the above and foregoing is a full, true and  
perfect copy of an instrument of Record in my office, and  
that the same was filed for Record Apr 10<sup>th</sup> 1850 - and  
Recorded in Book "G" of Deeds, pages 196 & 7.

In Testimony Whereof, I have hereunto set my hand  
and Seal of said Court, this first day of May A.D. 1857.  
Mortimer W. Smith Clerk  
Ex Officio Recorder



H. A. Mix  
 To  
 Alfred Patchen  
 (Bond for Deed)

} Know all Men by these presents, that I  
 Henry A. Mix of the County of Ogle and  
 State of Illinois, am held and firmly bound  
 unto Alfred Patchen of the County of Ogle  
 and State of Illinois, in the penal sum of Five hundred  
 dollars to be paid unto the said Patchen his heirs, executors  
 administrators and assigns, to which payment well and truly  
 to be made I bind myself, my heirs, executors, and admin-  
 istrators and every of them firmly by these presents. Sealed  
 with my seal this 9<sup>th</sup> day of April A.D. one thousand  
 eight hundred and fifty ———

The Condition of the above obligation  
 is such that whereas the above bounden Henry A. Mix  
 has this day sold to the said Alfred Patchen, and his  
 heirs and assigns for the sum of two hundred and twenty  
 dollars payable as follows: one hundred and ten dollars  
 in one year from this date, with interest; and one hun-  
 dred and ten dollars in two years from this date  
 according to the tenor of two certain promissory notes, signed by  
 said Patchen & drawn in favor of said Mix of even date here-  
 with both bearing interest from date. All my right, title  
 and interest in the following described lot or parcel of land  
 to wit:— The South East quarter of Section 17, Township  
 41, Range 2, East of the 3. P. M. situate in Ogle  
 County Illinois, containing 160 acres — Upon the payment  
 of said sum being made at the time and in the manner

aforesaid. the said Mix and his heirs, executors and assigns  
 covenant and agree to and with the said Patchen his heirs  
 executors, administrators and assigns to execute a good and  
 sufficient deed of Conveyance of all his right, title, and  
 interest in the above described premises. Now if the said  
 Henry A. Mix, shall well and truly keep, observe and  
 perform the said covenants and agreements herein contained  
 on his part, then this obligation is to be void, otherwise  
 to remain in full force and virtue -

Sealed, & Delivered in presence of }  
 Miles B. Light } Henry A. Mix (Seal)  
 Filed April 10<sup>th</sup> at 9 o'clock A. M. -  
 5064 - Recorded Apr 17<sup>th</sup> 1850 -

State of Illinois }  
 County of Ogle, ss. } Mortimer W. Smith, Clerk of the  
 Circuit Court, and Ex Officio Recorder in  
 and for said County, do hereby certify that the above and  
 foregoing is a full, true and perfect copy of an instrument  
 of Record in my Office, and that the same was filed for  
 record on the 10<sup>th</sup> day of April A. D. 1850, and recorded  
 in Book G. of Deeds, page 196 -

In Testimony Whereof, I have hereunto set my  
 hand and seal of said Court this first day  
 of May A. D. 1857 -

(Seal)

Mortimer W. Smith Clerk &  
 Ex Officio Recorder

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"6"

7347

Filed July 2<sup>d</sup>

1852. at Woodstock

A. M. Recorded

July 2. 1852.

Henry A. Mix & wife

To

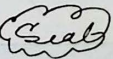
John S. Green & others

This Indenture, made this  
Twenty first day of June in  
the year of our Lord One

thousand eight hundred and fifty two. Between Henry  
A. Mix and Mary J. Mix of the County of Ogle and  
State of Illinois. of the first part, and John S. Green of  
Chicago. Albert G. Green. Elizabeth Green. Mary Ann Green  
& Ardalia E. Green all of Providence, Rhode Island, of the  
second part. Witnesseth that the said parties of the first part  
for and in consideration of the sum of Two thousand dollars to  
the said parties of the first part in hand paid by the said  
parties of the second part, the receipt whereof is hereby confessed  
and acknowledged, have remised, released, conveyed and quit  
claimed, and by these presents do remise, release, convey  
and quit claim unto the said parties of the second part  
his heirs and assigns, forever all the right, title, interest  
claim and demand which the said parties of the first  
part have in and to the following described lot or parcel  
of land situate, lying and being in the County of Ogle  
and State of Illinois, to wit:— The West half of Lot  
No (2) two of the North East quarter of Section (4) four, also the  
South East and South West quarters of the North East— and  
the South East quarter, and the West half of the North  
West fractional quarter of Section (19) Nineteen, also the  
North East fractional quarter, and the North half of the South  
East fractional quarter of Section (13) Thirteen, also the

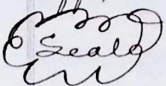
South half of the South East quarter of Section Six (6) and  
 also the North half of the North East quarter of Section  
 (7) Seven. all situate in Township Twenty three. North and  
 Range Eleven (11) East of 4<sup>th</sup> P. M. Also the East half of  
 the North West quarter of Section (29) twenty nine. And the  
 South half of the South West - of Section No (20) twenty also  
 the South East quarter of Section No (20) twenty in township  
 (41) forty one. North and Range No (2) two East of (3) third  
 P. M. also the South East quarter of Section (30) thirty in  
 township (41) forty one North and Range one East of 3<sup>rd</sup> P. M.  
 Also the South West quarter of Section (35) thirty five in  
 Township (24) twenty four North and of Range (8) Eight East  
 of 4<sup>th</sup> P. M. Also the South East quarter of Section number  
 Seventeen (17) in Township number (41) forty one North of  
 Range No (2) two. East of the third P. M. To have and to  
 hold the same together with all and singular the appur-  
 tenances and privilege thereunto belonging or in any wise  
 thereunto appertaining. and all the estate, right, title, interest  
 and claim whatsoever of the said parties of the first part  
 either in law or equity to the only proper use, benefit and  
 behoof of the said parties of the second part their heirs  
 and assigns forever in Witness Whereof, the said parties  
 of the first part have hereunto set their hands and  
 seals the day and year first above written -  
 Sealed and delivered in presence of } Henry A. Mix (Seal)  
 Clarissa Jacob - S. Addison Irvine } Mary J. Mix (Seal)  
 State of Illinois }  
 County of Ogle ss. } S. S. Addison Irvine, Justice of the

Peace, in and for the said county, in the State aforesaid, do hereby certify that Henry A. Mix & Mary J. Mix his wife who are personally known to me as the real person whose names are subscribed to the annexed deed appeared before me this day in person and acknowledged that they executed and delivered the said deed as their free and voluntary act, for the uses and purposes therein set forth and the said Mary J. Mix, wife of the said Henry A. Mix, having been by me examined, separate and apart, and out of hearing of her husband, and the contents and meaning of the said deed having been by me made known and fully explained to her she acknowledged that she had freely and voluntarily executed the same and relinquished her dower to the lands and tenements therein mentioned without compulsion of her said husband, and that she did not wish to retract the same. Given under my hand and seal this 2<sup>nd</sup> day of June in the year of our Lord one thousand eight hundred and fifty two

S. Addison Irvine J. P. 

State of Illinois }

Ogle County, ss. J. S. Mortimer W. Smith, clerk of the Circuit Court and Ex Officio Recorder in and for said county, do hereby certify that the above and foregoing is a true, full, and perfect copy of an instrument of writing of record in the Recorder's office in said county, and that the same was filed on the 2<sup>d</sup> day of July A.D. 1852 at the hour of 11 A.M. and recorded in Book J. of Deeds on pages 234 & 235. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court this 11<sup>th</sup> day of August A.D. 1857



Mortimer W. Smith, clerk & Ex Officio Recorder  
By H. J. Smith Dep



No 8482  
Filed May 24.  
1853. at 9 o'clock  
A.M. Recorded  
June 2<sup>d</sup> 1853

'D'

Albert G. Greene wife }  
To  
John S. Greene }

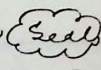
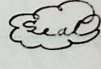
This Indenture made this  
twenty first day of August in  
the year of our Lord one thousand

eight hundred and fifty two. Between Albert G. Greene and  
Mary Ann his wife of Providence in the State of Rhode  
Island of the first part. and John S. Greene at present  
of Chicago in the State of Illinois. party of the second part  
Witnesseth. that whereas the said Albert G. Greene is heir  
at law and entitled to one sixth part of the Real and  
Personal Estate of Thomas R. Greene. late of Chicago in  
the State of Illinois. now deceased which shall be left  
and remain after the payment of all the just debts and  
liabilities of the said Thomas R. Greene deceased -

And whereas said parties of the first part are desirous  
of selling and disposing of their title and interest in said  
Estate. Now Know ye that for the consideration of one  
dollar to the said parties of the first part in hand  
paid by the said party of the second part. the receipt  
whereof is hereby confessed the said parties of the first  
part have sold. assigned. remised. aliened. conveyed and  
Quit Claimed and by these presents do sell assign, alien  
remise. convey and Quit claim unto the said party  
of the second part his heirs and assigns forever all  
of their right. title. interest and property of in and to  
the following described premises. situate and being in  
the County of Ogle in the State of Illinois and -

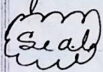
described as follows to-wit: - The South East quarter of Section thirty (30) in Township Forty one (41) North of Range one (1), East of the third (3<sup>d</sup>) Principal Meridian and the South East quarter of Section Seventeen (17), the South half of the South West quarter, and the South East quarter of Section twenty (20), and the East half of the North West quarter of Section twenty nine (29), all being in Township forty one (41) North of Range two (2) East of the third (3<sup>d</sup>) Principal Meridian. Also the South West quarter of Section thirty five (35) in Township twenty four (24), North of Range Eight. Also the West half of the South half of the North East quarter, and the South half of the North West quarter and the the South West quarter, and the West half of the South East quarter of Section twenty five (25), and the West half of the North East quarter, and the North West quarter, and the North half of the South West quarter, and the North half of the West half of the South East quarter of Section thirty six (36), in Township Twenty four (24) North of Range Nine (9), also the West half of lot two (2) of the North East quarter of Section four (4) and the North half of the North East quarter of Section Seven (7), and the North East fractional quarter, and the North half of the South East fractional quarter, of Section thirteen (13), and the South East quarter, and the South West quarter of the North East quarter, and the South East quarter, and the West half of the North West fractional quarter of Section Nineteen (19) in township twenty three (23) North - Also the South half

of the South East quarter of Section Six (6) in township  
twenty three (23) North of Range Eleven (11), all being  
East of the fourth Principal Meridian - Together with  
all and singular the tenements, hereditaments and appurtenances  
thereunto belonging, - remainders, issues and profits thereof, And  
all the estate, right, title, and property in the above bargained  
premises of said parties of the first part either in law or  
equity, reversion or remainder - To have and to hold the  
same unto the said party of the second part his heirs and  
assigns forever. In Witness Whereof, the said parties of  
the first part have herunto set their hands and seals the  
day and year first above written

Signed, Sealed and delivered in presence of } Albert G. Greene   
Elizabeth C. G. Torbet }  
Henry Martin } Mary Ann Greene 

The State of Rhode Island }  
and Providence Plantations } ss. Be it remembered that  
City and County of Providence } on this twenty first day of  
August in the year of our Lord  
one thousand eight hundred and fifty two in the City  
and County aforesaid, before me Henry Martin a Com-  
missioner residing in said City, duly appointed and commis-  
sioned by the Governor of the State of Illinois, to take  
the acknowledgments and proof of the execution of Deeds  
and other instruments in writing under seal to be used  
and recorded in said State of Illinois, personally appear  
Albert G. Greene and Mary Ann Greene his wife, who are  
personally known to me to be the persons whose names

are subscribed to the foregoing deed, having executed the same and acknowledged that they had executed the same for the uses and purposes therein expressed. And the said Mary Ann Greene, wife of the said Albert G. Greene, being of lawful age and having been by me separate and apart from her said husband examined and the contents of the foregoing Deed fully made known and explained to her acknowledged that she had executed executed the same and relinquished her dower to the lands and tenements therein mentioned voluntarily freely and without compulsion of her said husband. In Witness Whereof, I have hereunto set my hand and affixed my official seal as Commissioner of the said State of Illinois at my Office in the City of Providence aforesaid this twenty first day of August A. D. 1852 -

 Seal

Henry Martin, Commissioner of the State of Illinois, for the City of Providence aforesaid

United States of America }  
 State of Illinois. s. l. } J. David L. Gregg Secretary  
 of State of the said State of  
 Illinois do hereby certify that Henry Martin before whom the acknowledgment of the foregoing instrument was taken is now and was at the time of the taking thereof a Commissioner of said State in and for the City of Providence in the State of Rhode Island duly authorized and empowered by law to take the same: that I have compared the signature to the foregoing certificate and the impression of the Seal thereto, attached with the signature of said Commissioner and the im-

-possession of his Seal deposited in my office and verily believe the same to be genuine - In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of State at Springfield this twenty eighth day of September A. D. 1853

*Seal*

David L. Gregg. Secretary of State

State of Illinois

County of Ogle }<sup>3<sup>rd</sup></sup> J. Mortimer W. Smith Clerk of the Circuit Court and Ex officio Recorder in

and for said County do hereby certify that the above and foregoing is true, full and perfect copy of an Instrument of writing of record in the Recorder's office in said County of Ogle, and that the same was filed of Record on the 24<sup>th</sup> day of May A. D. 1853, at the hour of 9 o'clock A. M. and Recorded in Book No of Deeds on pages 439. & 440.

In Testimony Whereof, I have hereunto set my hand *Seal* and affixed the seal of said Court this 11<sup>th</sup> day of August A. D. 1857 -

Mortimer W. Smith Clerk

By H. J. Smith Dep

'E'

John S. Greene et al

To

Elizabeth Greene

This Indenture made this 27<sup>th</sup> day of February in the year of our Lord One thousand eight hundred and fifty four. Between John S. Green of the City of Chicago, and State of Illinois, and Ardelle E. Green

10.137

Filed Apr 21

A. D. 1854, at

11 o'clock A. M.

Recorded Apr

29<sup>th</sup> - 1854

Mary Ann Green of the City of Providence and State of  
 Rhode Island. parties of the first part, and Elizabeth  
 Green of the City of Providence and State of Rhode Island  
 party of the second part - Witnesseth that the said parties  
 of the first part for and in consideration of one dollar  
 in hand paid by the said party of the second part the  
 receipt whereof is hereby acknowledged, and the said party  
 of the second part, second part forever released and discharged  
 therefrom have remised, released and quit claimed and by  
 these presents do remise, release and quit claim unto the  
 said party of the second part her heirs & assigns forever all  
 the right, title, interest, claim and demand which the said  
 parties of the first part have in and to the following de-  
 scribed Lots, pieces or parcels of land lying and being in  
 Ogle County, State of Illinois to wit: - The North East  
 quarter of section (9) nine, and the North East quarter of section  
 thirty four (34) in Township Forty one (41) North of Range  
 one (1) East of the third (3) Principal Meridian, also the  
 North half of the North East quarter of section four (4), and  
 the South East quarter of section Seventeen (17) in Township  
 forty one (41) North, the South East quarter of the South  
 East quarter of section thirty three (33) and the South West  
 quarter of the South West quarter of section thirty four (34) in  
 township Forty two (42) North all being of Range two (2)  
 East of the (3) third Principal Meridian, also the South  
 West quarter of section (35) thirty five in township (24)  
 twenty four, North of Range Eight (8) East of the fourth  
 (4<sup>th</sup>) Principal Meridian, also the North West quarter

of Section Five (5) in Township Twenty five (25) North of  
 Range ten (10) East of the fourth (4) Principal Meridian  
 Also the West half of lot two (2) in the North East quarter  
 of section Four (4) the South half of the North East quarter  
 the lot two (2) of the North West quarter, and the South half  
 of Lot one (1) of the North West quarter of section Nineteen  
 (19) in Township Twenty three (23) North of Range Eleven  
 (11) East of the Fourth (4) Principal Meridian. To have and  
 to hold the same together with all and singular the appur-  
 tenances and privileges thereunto appertaining or belonging  
 and all the estate, right, title, interest and claim whatever  
 of the said parties of the first part, either in law or equity  
 to the only proper use, benefit and behoof of the said -  
 part her heirs and assigns forever. 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, Sealed and Delivered in } John S. Green Seal  
 the presence of } Mary Ann Green Seal  
 J. Gustav Burroughs Sarah M. Child } Ardelia E. Green Seal  
 State of Rhode Island and }  
 Providence Plantations - Providence ss. } Be it remembered that

on this third day of  
 March A. D. 1854, Before me Charles H. Parkhurst a  
 Notary Public, personally appeared John S. Green, Mary  
 Ann Green and Ardelia E. Green, known to me to be  
 the real persons whose names are subscribed to the foregoing  
 conveyance, and severally acknowledged that they executed  
 the same. - In Witness Whereof, I have hereunto set

my hand and Notarial Seal of Office the day and year first above written

*(Seal)*

Charles H. Parkhurst

Public Notary

State of Illinois }

Ogle County S. P. }

Mortimer W. Smith, clerk of the Circuit Court and Ex officio Recorder in and for said County, do hereby certify that the above and foregoing is a true, full and perfect copy of an instrument of writing of Record in the Recorder's office in said County, and that the same was filed on the 21<sup>st</sup> day of April A. D. 1854. at the hour of 11. A. M. and recorded in Book "N" of Deeds on pages 240 & 241.

In Testimony Whereof, I have hereunto set my hand and

*(Seal)*

affixed the seal of said Court this 11<sup>th</sup> day of August A. D. 1857.

Mortimer W. Smith, clerk. <sup>and</sup>

Ex officio Recorder

By H. J. Smith, Dep -

" 9 "

No 11427

Filed Jan'y 22<sup>d</sup>

1855. at 10. o'clk.

A. No. Recorded

Jan'y 29<sup>th</sup> 1855

Elizabeth Green

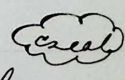

L.

W<sup>m</sup>. M. Maffield

This Indenture, made this sixth day of January in the year of our Lord One thousand eight hundred and fifty five. Between Elizabeth Green of Providence State of Rhode Island, of the first part and William M. Maffield of DeKalb County Illinois of the second

part. Witnesseth, that the said party of the first part for and in consideration of Twelve Hundred dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom has granted, bargained, sold, remised, released, aliened<sup>nd</sup> confirmed, and by these presents does grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part and to his heirs and assigns forever all the following described lot, piece or parcel of land situated in the County of Ogles and State of Illinois, and known and described as followe to wit: - The South East quarter of Section number Seventeen (17) in Township number Forty one (41) North Range Two (2), East of the third (3) Principal Meridian. Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part either in law or equity of in, and to the above bargained premises with the hereditaments and appurtenances, To have and to hold the said premises above bargained and described with the appurtenances unto the said party of the second part, his heirs and assigns forever, and the said Elizabeth Green party of the first part for herself her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and

assigns that at the time of the executing and delivery of these presents, she is well seized of the premises above conveyed as of a good sure, perfect, absolute and indefeasible estate of inheritance in law in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature soever, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend. In Testimony Whereof, the said party of the first part, hereunto set her hand and seal the day and year first above written —

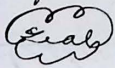
Signed, Sealed, & Delivered in  
 presence of, W<sup>m</sup> H. Adams } Elizabeth Green   
 W<sup>m</sup> Whitney } By her Atty in fact John S. Green 

State of Illinois

Cook County

} ss. J. W<sup>m</sup> H. Adams a Notary Public in  
 said County in the State aforesaid, do  
 hereby certify, that Elizabeth Green by her Attorney in fact  
 John S. Greene who is personally known to me as the  
 real person whose name is subscribed to the above deed  
 appeared, before me this day in person and acknowledged  
 that he executed and delivered the said deed as his  
 free and voluntary act for the uses and purposes therein

set forth. Given under my hand and Notarial Seal this  
 sixth day of January in the year of our Lord one thousand  
 eight hundred and fifty five



Wm H. Adams - Notary Public

State of Illinois

Ogle County ss. J. Mortimer W. Smith, Clerk of the Circuit  
 Court and Ex Officio Recorder in and for said

County, do hereby certify that the above and foregoing is  
 a true full, and perfect copy of an instrument of writing  
 of Record in the Recorder's office in said County, and  
 that the same was filed on the 22<sup>d</sup> day of January  
 A.D. 1855, at the hour of 10. A.M. and recorded in  
 Book O of Deeds on pages 192. & 193. In Testimony  
 Whereof, I have hereunto set my hand, and affixed the  
 Seal of said Court this 11<sup>th</sup> day of August A.D. 1857

Mortimer W. Smith Clerk and  
 Ex officio Recorder

By H. J. Smith Dep -



And afterwards to wit: on the 5<sup>th</sup> of October 1857, the  
 following summons was filed in said cause - in the  
 words of figures following to wit: -

State of Illinois } The People of the State of Illinois to  
 Ogle County ss } the Sheriff of DeKalb County

Greeting - We command you  
 to summon William M. Moffield & John S. Green  
 if they shall be found in your County, personally to

be and appear before our Circuit Court, on the first day of the next term thereof, to be begun and holden at the Court house in Oregon, in said County, on the first Monday in the month of October next, to answer to a certain Bill of complaint filed in our said Court on the Chancery side thereof against them by Alfred Patchen, and further to do and receive what our said Court shall then and there consider in that behalf and this they shall in no wise omit. Hereof fail not, and have you then and there this writ, with an endorsement thereon of the manner in which you may execute the same - Witness M. W. Smith, Clerk of said Court, and the seal thereof at Oregon

this 19<sup>th</sup> day of September A. D. 1857 -

Seal

M. W. Smith Clerk

Endorsed as follows to wit: - "I return this writ, the within named W<sup>m</sup> M. Maffield & John S. Green not found in my County, this 26<sup>th</sup> day of September 1857 -

"Fees \$1.00 paid"

S. Lappan Sheriff of

"Filed Oct 5, 1857. M. W. Smith clk.) DeKalb County, Ill. -

And afterwards to wit: October 6<sup>th</sup> 1857 - the following summons was filed in said cause to wit in the words & figures following to wit: -

State of Illinois } The People of the State of Illinois  
Ogle County ss } to the Sheriff of Cook County -

Greeting: - We command you to summon William M. Maffield and John S. Green if they shall be found in your County, personally to be and

appear before our Circuit Court. on the first day of  
the next term thereof. to be begun and holden  
at the Court House in Oregon. in said County  
on the first Monday in the month of October  
next. to answer to a certain bill of Complaint  
filed in our said Court on the chancery side  
thereof against them by Alfred Patchen and  
further to do and receive what our said Court  
shall then and there consider in that behalf  
and this they shall in no wise omit.

Hereof fail not. and have you then and  
there this writ. with an endorsement thereon of  
the manner in which you may execute the  
same

Witness My W. Smith. Clerk  
of said Court. and the seal thereof  
at Oregon. this 19<sup>th</sup> day of September  
A. D. 1857-

Seal

W. Smith Clerk

Endorsed as follows to wit

"Served by reading to  
the within named John S. Greene and  
'delivering a copy thereof to him this 2<sup>d</sup> of  
'October 1857-

John S. Wilson Sheriff of Cook County

"By George Anderson Deputy

"Fees paid by Alf"

"Filed, Oct 6. 1857- W. Smith Clerk -

And afterwards to wit:— on the 3<sup>rd</sup> day of March A.D. 1858. Summons in the words of figures following, was filed in said cause to wit,

State of Illinois }  
 Ogle County S.S. } The People of the State of  
 Illinois to the Sheriff of DeKalb  
 County. Greeting

We command you to summon, as we have heretofore commanded you - William M. Measfield and John S. Greene, if they shall be found in your County, personally to be and appear before our Circuit Court, on the first day of the next term thereof, to be begun and holden at the Court house in Oregon in said Ogle County, on the first Monday in the month of March next, to answer to a certain bill of complaint, filed in our said Court on the Chancery side thereof, against them by Alfred Patchen, and further, to do and receive what our said Court shall then and there consider in that behalf, and this they shall in no wise omit - Hereof fail not, and have you then and there this writ, with

an endorsement thereon of the manner in which you may execute the same

Seal

Witness M. W. Smith, clerk of said court, and the seal thereof at Oregon, this 2<sup>d</sup> day of November A. D. 1857  
M. W. Smith clerk

Endorsed as follows to wit: -

"I have duly served this writ by reading and at the same time delivering a true copy of summons, to the within named William Meaffield - John S. Greene not found, this 27<sup>th</sup> day of January A. D. 1858. - Fee -

"Service 50

"Copy 50

"Fomiles 1.00

" return 1.20

7 2.10

"S. Lappan, Shff DeKalb Co

"Filed March 3, 1858. M. W. Smith clk" -

And afterwards to wit: - on the 13<sup>th</sup> day of May A. D. 1858, the separate answer of Defendant Meaffield was filed in said court - which said answer is in the words and figures following to wit: -

State of Illinois

Ogle County + Circuit Court thereof June Term A. D. 1858 - The separate answer of William

# of the price of such land warrant, and that the said Mix would give to complainant a bond for the reconveyance of said land, by him to said complainant as alleged in said bill of complaint - Respondent further answering denies that the said Henry A. Mix did on the ninth day of April A. D. 1850, transfer to the said complainant, a land warrant, and to secure the payment

L. U

Mr. Hoopfield, to the Bill of complaint filed by Alfred Patchen against him and John S. Green in the Circuit Court of Ogle County, State of Illinois, on the Chancery side thereof:—

This Respondent now and at all times hereafter saving and reserving unto himself all, and all benefit of exception to the many errors, insufficiencies, uncertainties and imperfections in said Bill contained, for answer therunto or to so much thereof, as he is advised it is necessary and expedient for him to make answer unto, answering says—

That as to whether the said Complainant pre-empted the said quarter section of land in said Bill of Complaint described as alleged in said Bill this Respondent is not advised and therefore can neither admit nor deny the same—

Respondent further answering denies that the said Henry A. Mix ever offered to sell said complainant a land warrant, on condition that complainant would convey to said Mix said land by deed absolute on its face to secure the payment<sup>#</sup> of the said two hundred dollars, alleged to have been the price of said land warrant, said Complainant executed to said Mix a deed to said land, and that the said Henry A. Mix in defeasance of said deed made to said Complainant his Bond for the reconveyance, or in which he covenanted to reconvey said land to said Complainant on payment of the said sum of money as alleged in said Bill of Complaint—

Respondent further answering says, that as to whether Complainant purchased of the said Mix a land



warrant for the purpose of purchasing said tract of land by locating the same thereon, and that the said land was so purchased this respondent does not know, except as he is advised by said Bell and can neither admit nor deny the same —

Respondent further answering denies that the said Complainant made several or any agreements with the said Henry A. Mix for delay in the payment of any money due from him to said Mix, and secured by incumbrance on said land —

This Respondent further answering admits that the said Henry A. Mix did on the 21<sup>st</sup> day of June A.D. 1852, remise, release, convey and quit claim unto the said Albert G. - Elizabeth - Mary Ann & Adelia E. Green and the said Defendant John S. Green said tract of Land in said Bill of Complaint described —

This Respondent further answering admits that on or about the 21<sup>st</sup> day of August A. D. 1852, the said Albert G. Green by an Indenture of that date, sold - assigned, remised, aliened, conveyed and quit claimed to the said defendant John S. Green all his right, title and interest in and to said tract of land —

This Respondent further answering admits that on or about the 27<sup>th</sup> day of January A. D. 1854, the said Adelia E. Green and Mary Ann Green, and the said defendant John S. Green by an Indenture of that date remise, released and quit claimed all their, right, title interest, claim and demand in and to said tract of

land to the said Elizabeth Green her heirs and assigns

This Respondent further answering admits that on or about the sixth day of January A. D. 1855, the said Elizabeth Green conveyed by deed of that date to this respondent said tract of land as alleged in said Bill of Complaint.

Respondent also admits that he (this respondent) took possession of said tract of land as alleged in said Bill of Complaint and that he has had possession ever since and that he still holds possession and that this respondent has made valuable improvements on, and cultivated a great portion of said tract of land —

Respondent further answering denies that the respondent had any notice of or knew that the said Mix had sold to the said complainant said land warrant as the agent of the said Thomas R. Green deceased, or that the said deed from said complainant to said Henry A. Mix was made to secure the payment of the price of said land Warrant as alleged in said Bill of Complaint —

Respondent also denies that the said complainant called upon this respondent before he entered into possession of the said tract of land and informed this Respondent of the supposed equities of the said complainant and gave this Respondent notice or as alleged in said Bill of Complaint —

Respondent further answering denies that the said Complainant has frequently, and in a friendly manner remonstrated with this Respondent and the said John S. Green or either of them, and

asked of them permission to redeem said land.

Respondent further answering denies that the said deed from said complainant to the said Henry A. Mix dated April 9<sup>th</sup> 1830 - was or is void, as alleged in said Bill of complaint -

This Respondent further answering says - that before making any improvements on said tract of land, having learned by rumor that the said complainant pretended to claim some interest in said tract of land, this Respondent took the pains to notify said complainant that he, this Respondent had purchased said land and desired to make valuable improvements on the same - that if he - said complainant had or pretended to have any interest in said land either legal or equitable that this Respondent desired that he said complainant should come forward and substantiate the same, or forever after hold his peace -

This Respondent further answering says, that the said complainant made no reply, nor paid any attention to the said notice so given to him by this Respondent, and made no objection to this Respondent's going on and making improvements on said land at the great cost and expense of this Respondent and thereby greatly enhancing the value thereof, all of which the said complainant well knew - that afterwards, and after this Respondent had made improvements to a considerable extent on said land, and after the same had greatly advanced in value, and become desirable, and after this respondent had supposed that he said complainant had abandoned entirely his pretended claim of interest in or to said tract

of land. he said complainant notified this respondent that he must not make any improvements on said premises as he said complainant did not want said premises improved —

This Respondent further answering says that he is informed and believes that the said complainant had long before this respondent had purchased said land. entirely abandoned the same. that he said complainant removed his houses and fences and indeed all of the appertinances thereunto belonging or in anywise appertaining. from said land or had left the same as vacant and unoccupied land — and when called on for the taxes he would direct the Collector, if he could not find personal property on the land to pay the taxes, to return it as non-resident land —

This respondent further answer — denies that he knew anything of the equities of the said complainant in said land, or that he knew the value of the said land at the time of its purchase as alleged in said Bill of Complaint —

This Respondent further answering says that he bought said land in good faith, and he submits and insists that he is not liable to account to the said complainant for the rents, use, and occupation of the said land or to pay him any money in respect thereof —

And this respondent denies all and all manner of unlawful combination and confederacy wherewith he is by said Bill charged —

Without this, that there is any other

matter or thing in the said complainants said Bill of complaint contained, material or necessary for this respondent to make answer unto, and not herein and hereby well and sufficiently answered, confessed and avoided, traversed or denied, is true to the knowledge or beliefs of this respondent - all of which matters and things this respondent is ready to aver, maintain and prove as this Court may direct - and prays to be discharged with his reasonable costs & charges by him in this behalf most wrongfully sustained

Wm. Mc. Masfield

J. L. Dickey

Sols for deft -

And Afterwards to wit: on said 13<sup>th</sup> day of May A.D. 1858 the separate answer of Defendant John S. Green, was filed in said Court, which is in the words and figures following to wit: -

State of Illinois

Ogle County And Circuit Court thereof - June Term A.D. 1858

The separate answer of John S. Green to the Bill of Complaint filed herein against him and William Mc-Masfield by Alfred Patchen -

The said John S. Green now and at all times saving and reserving unto himself all and all manner of, exception to the many errors, insufficiencies, uncertainties and imperfections in said Bill contained, for answer there-

unto, or to so much thereof as he is advised it is necessary for him to make answer unto, answering says -

That as to whether said complainant pre-empted the South East quarter of Section Seventeen (17) in Townships forty one (41) North, Range two (2) East of the third principal meridian, at the time and in the manner set forth in said Bill he is not advised except by the statement thereof in said Bill, and does not know, and can therefore neither admit nor deny the same -

Respondent further answering denies that the said Henry A. Mix ever offered to sell complainant a land warrant on condition that he said complainant would convey to said Mix said land by deed absolute on its face, to secure the payment of the price of such land warrant, and that the said Mix would give back a bond for the reconveyance of said land by him to said complainant, as alleged in said Bill of Complaint -

Respondent further answering denies that the said Henry A. Mix did on the ninth day of April A. D. 1850 transfer to said Complainant a land warrant, and to secure the payment of the said two hundred and twenty dollars (\$220) alleged to have been the price of said land warrant said complainant executed to said Mix, two promissory notes and made to the said Henry A. Mix a deed of said land and that the said Henry A. Mix, in defeasance of the said deed made to said complainant his bond for the reconveyance - or in which he, the said Mix, covenanted to reconvey said land to said Complainant upon the

payment of the said sum of money - as is alleged in said Bill of complaint -

Respondent further answering says. that as to whether complainant purchased of the said Mix a land warrant for the purpose of purchasing said tract of land by locating the same thereon. and whether the said land was so purchased this Respondent does not know. except as he is advised by said Bill. and can neither admit nor deny the same -

Respondent further answering denies that the said complainant made several or any agreements with the said Henry A. Mix for delay in the payment of any money due from him to said Mix and secured by incumbrances on said land -

This Respondent further answering admits that the said Henry A. Mix did on the 21<sup>st</sup> day of June A. D. 1852. remise. release. convey and quit claim unto the said Albert G. - Elizabeth - Mary Ann & Adelia E. Green and this Respondent. said tract of land

Respondent further answering. admits that on or about the 21<sup>st</sup> day of August A. D. 1852. the said Albert G. Green by an Indenture of that date sold assigned. remise. aliened. conveyed and quit claimed to this respondent all his right. title. and interest in and to said tract of land -

Respondent further answering admits that on the 27<sup>th</sup> day of January A. D. 1854. the said Adelia E. and Mary Ann Green and this Respondent by an Indenture of that date. remise. released. and quit claimed

all their right, title, interest, claim and demand in and to said tract of land to the said Elizabeth Green her heirs, and assigns —

This Respondent further answering admits that on or about the sixth day of January A.D. 1853, the said Elizabeth Green conveyed by deed of that date to William M. Moaffield said tract of land, as alleged in said Bill of complaint —

Respondent also admits that the said William M. Moaffield took possession of said tract of land as alleged and as respondent is informed and believes he has had possession of the same & still holds possession thereof and that he has cultivated and greatly improved a portion of the same —

Respondent further answering denies that the said William M. Moaffield had any notice of, or knew that the said Mrs. Green had sold to complainant said land warrant as the agent of the said Thomas R. Green deceased, or that the said deed from complainant to said H. A. May was made to secure the payment of the price of the said land Warrant, as alleged in said Bill of complaint

Respondent also denies that the said Complainant called upon said William M. Moaffield, before he went into possession of the said tract of land, and informed him of the supposed rights of complainant and gave him notice &c. as alleged in said Bill —

Respondent further answering, denies that the said complainant has frequently in a friendly

manner remonstrated with this Respondent, and the said William Mc. Caffield or either of them - or requested of them or either of them permission to redeem said land -

This Respondent further answering, denies that the said deed from said complainant to the said Henry A. Mix - dated April 9<sup>th</sup> 1830. was or is void as alleged in said Bill of complaint

This Respondent further answering says, that the said complainant never has offered to pay nor tendered to this Respondent as administrator of the Estate of Thomas R. Green deceased - any money for the redemption of the said quarter section of land in said Bill described, or for any other purpose -

This Respondent further answering says, that he is informed and believes that the said complainant had long since entirely abandoned said land and his pretended claim thereto - by removing his family, houses and fences therefrom leaving the same as vacant and unoccupied land and declaring to divers persons, that he did not intend to pursue his interest in said land - but should give it up as worthless -

This Respondent further answering says that he has not now, nor had he at the time of the commencement of this suit any interest claim or demand whatsoever in or to said land or any part thereof -

And this Respondent denies all, and all manner of, unlawful combination and confederacy wherewith he is by said Bill charged without this that there is any

other matter or thing in the said complainant's said Bill of complaint contained, material or necessary for this Respondent to make answer unto, & not herein and hereby well and sufficiently answered, confessed and avoided traversed or denied, is true to the knowledge or belief of this defendant - all of which said matters and things this Respondent is ready to aver, maintain and prove, as this Court may direct and prays to be discharged with his reasonable cost and charges by him in this behalf most wrongfully sustained -

John S. Green

J. L. Dickey

Solo-for defts -

And afterwards to wit! - on the 11<sup>th</sup> day of June A. D. 1838. the Replication of the said complainant was filed in said Court, which is in the words and figures following to wit! -

In the Ogle County Circuit Court  
In Chancery

The Replication of Alfred Patchen Complainant, to the several answers of William McMassfield and John S. Green, defendants, to the Bill of Complaint of the said Complainant

This complainant saving to himself, all benefit of exception to the said answers for replication thereto says, that his said Bill of

complaint is true and sufficient, and that the said answers are, and each of them is untrue and insufficient, that this he is ready to verify and prove —

Alfred Patchen  
By Francis Burnap, his Solicitor

And afterwards to wit: on the 6<sup>th</sup> day of October A.D. 1858 the Depositions comprised in the words and figures following were filed and opened under order of Court to wit: —

In the Ogle County Circuit Court  
Alfred Patchen  
agt  
William L. Mapfield  
Ed John S. Greene } In Chancery

Take notice that the above named Complainant will attend at the Court house at Oregon, in the County of Ogle, on the twenty first day of September next for the purpose of taking the depositions in the above entitled cause, of Henry A. Mix, Edward F. Dutcher, John L. Strang, James S. Patchen, William J. Jenks, Miles B. Light, Sanford Nash, Reuben Lucas and — Keith, and of such other witnesses on his part as he may be advised of, before some officer authorized by law to take such depositions, commencing at two o'clock in the afternoon or as soon thereafter as may be, and continuing from day to day until the same be

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completed. Dated 23 Aug 1858

Yours &c

To the above named Defendants	} Francis Burnap Solicitor for Complainant
W <sup>o</sup> to L. L. Dickey Esq. their Solicitor	

I acknowledge service of the foregoing notice this  
 — day of — 1858 —

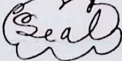
Alfred Patchen	} In Chancery
agt	
William M. Masfield	
Ed John S. Green	

Anson S. Miller, of Rockford

in the County of Winnebago, being  
 duly sworn upon his oath says that he did on the twenty  
 seventh day of August last, personally serve Theophilus  
 L. Dickey, to whom the within notice is addressed, with  
 a true copy of the said notice, by delivering the same  
 to him

Sworn before me at Rockford	} Anson S. Miller
in the County of Winnebago	

this 6<sup>th</sup> day of September, 1858, and in witness whereof  
 I have hereunto set my hand and the seal of the  
 County Court of the County of Winnebago aforesaid

 William Heulin  
 Clerk County Court

Alfred Patchen  
vs  
William Masfield +  
John S. Green } In Justice's Court -  
Before John M. Snowden, a Justice  
of the Peace in and for the County  
of Ogle, State of Illinois -

Depositions of Witnesses, taken between the  
hours of Four o'clock in the afternoon of the 21<sup>st</sup> day of  
September A.D. 1858, and six o'clock P.M. of the 24<sup>th</sup>  
day of September 1858, at my office in Oregon, in Ogle  
County, to be read in evidence in a certain suit now  
pending in the Circuit Court of Ogle County, in the  
State of Illinois, wherein Alfred Patchen is Plaintiff and  
William Masfield and John S. Green are defendants -

Reuben Lucas, being first duly sworn doth depose  
and say in answer to the several Interrogatories as follows  
to wit: -

1<sup>st</sup> Int - What is your name

Answer to 1<sup>st</sup> Int - My name is Reuben Lucas -

2<sup>d</sup> Interrogatory - What is your age -

Ans 2<sup>d</sup> Interrog - I shall be thirty five years of age in December next

3<sup>d</sup> Interrog - Where do you reside

Answer - I reside at White Rock in this County

4<sup>th</sup> Interrogatory - Do you know the parties to this suit? - If  
so how long have you known them? -

Answer to 4<sup>th</sup> Interrogatory - Yes - I know Mr Patchen, am not  
acquainted with John S. Green - I know Thomas  
R. Green. I have known Mr Patchen eight or nine

years - I have been acquainted with him ever since he has been in the county

1838; Sept 21<sup>st</sup> Adjourned till 7 o'clock P. M. -

At 7 o'clock P. M. Sept 21 - Examination resumed -

5<sup>th</sup> Interrogatory - Are you acquainted with the quarter section of land in question?

Answer to 5<sup>th</sup> Interrog - I am acquainted with the numbers described in the Bill - I worked on it for Mr. Palchen

6<sup>th</sup> Interrogatory - What is the quality of that land - and what was it worth as long ago as January 1855! -

Answer to 6<sup>th</sup> Interrogatory - The quality of it is good - it is well watered, a creek running through it - quite a large proportion of it is meadow land - some would value it high, on that account - others would value it more if it was high land - I should suppose it was worth about twelve dollars per acre about that time - Improved land was selling at that time as high as it is now -

Last question in the above Interrogatory objected to by defend-  
-ants counsel -

7<sup>th</sup> Interrogatory - How far have you lived from these lands for years past -

Answer to 7<sup>th</sup> Interrogatory - Part of the time I have lived in White Rock, within six miles of the land and part of the time within one mile, and part of the time within two miles of this land

8<sup>th</sup> Interrogatory - Have you heard the defendant Masfield say from whom he bought that land, or at

what price? - Objected to -

Answer to 8<sup>th</sup> Interrogatory - I have heard him say that he bought it from Green. He did not say what Green - He did not state the price -

9<sup>th</sup> Interrogatory - What further did he say about the purchase - Objected to

Answer to 9<sup>th</sup> Interrogatory - I told him that I was acquainted with the circumstances and Mr Alfred Patchen paying Mix one hundred dollars on this land, and thought he had better look to the matter and settle it with Patchen. He said he was not afraid of the title. He said Mix had told him that Mr Patchen had said he (Mix) need not apply it on the land - I mean by the word "it" the one hundred dollars - Matfield said he was not afraid of the title, because Mix had told him that he was willing to swear that Patchen told him he need not apply that one hundred dollars - on the land he said he was willing to risk his title on that point -

Ans - Objected to -

10<sup>th</sup> Interrogatory - What did you know about the payment of that one hundred dollars from Mr. Patchen to Mr Mix? -

Objected to -

Answer to 10<sup>th</sup> Interrogatory: Mr Slater had a difficulty with Mr Patchen and Mix was the attorney for one of the parties, and settled the matter, and Mr. Mix took the security from Slater for one hundred dollars, and agreed to apply it in Mr Patchen's favor on the land - This was probably not far from 1850 -

Answers - Objected to -

11<sup>th</sup> Interrogatory - When did Mr Hoaxwell take possession of the land? - and has he put any buildings on it? -

Answer to 11<sup>th</sup> Interrogatory - I do not know when he took possession. I do not know about the buildings

It was announced by counsel for complainant that direct examination is closed -

Sept 21-1838 - Adjourned until 8 o'clock A.M. -

Sept 22<sup>d</sup>-1838 - Examination resumed at 8 o'clock A.M. -

Objection made to resumption of Examination in chief -

12<sup>th</sup> Interrogatory Where did Mr Maxwell reside at the time of his purchasing the land in question from Mr Green - !

Answer to 12<sup>th</sup> Interrogatory - I knew that he kept Tavern at Sycamore, and think he lived there then. I never heard of his moving -

Int 14 - Where did you know Thomas R. Green, and what business was he engaged in -

Objected to -

Answer to Int 14 - I saw him in Chicago: that was his place of residence at that time - He was engaged in locating lands in this section of country, through his agents - Linkham done business for him and William J. Jenks. He was locating land warrants and giving settlers time to pay for it -

Objected to -

Inter 15, What do you mean by this section of country! -

Objected to -

Answer to Int 15 - As far as my knowledge extends in the matter to White Rock township, Lyonsville township Ogle Co. and South Grove township in De Kalb County.

Objected to -

Int 16. - Can you state whether general notice was given, that

he was in that business! -

Objected to -

Answer to 16<sup>th</sup> Int - Linham gave verbal notice through our Township -  
so did Jenks in Lynnville and White Rock. This is as  
far as my knowledge extends in that matter -

Ans - objected to -

Int 17 - At the time of Maffields purchase had disputes arisen  
about these lands

Objected to

Answer to 17<sup>th</sup> Int - I never knew but two cases -

Objected to -

18<sup>th</sup> Inter - When was it you knew Thomas R. Green

Answer to 18<sup>th</sup> Int - I don't recollect the time. It was at the time I had some  
payments to make to him on some lands he located for me

19<sup>th</sup> Interrog How long did the complainant remain in possession of  
that land -

Ans to Int 19 - of my personal knowledge about three years -

Interrogatories propounded on Cross Examination

Int 1 - Where did Patchen reside when you first knew him; -  
and where was that! -

Answer to Int 1<sup>st</sup> at Mr Slates in Lynnville. About 1849 -

2<sup>d</sup> Int Where did he next reside! -

Ans. to 2<sup>d</sup> Int - He boarded with Mr Hoadley in the same township -

Int 3<sup>d</sup> When did he commence boarding with Mr Hoadley

Ans to 3<sup>d</sup> Int I cannot tell

Int 4<sup>th</sup> How long did he board with Mr Slater! - and with  
Mr Hoadley respectively?

Ans to 4<sup>th</sup> Int - I cannot state positively how long -

Int 5 - Where did he next reside and when did he commence

Ans to 5<sup>th</sup> Int - I think he boarded a short time with Allen Light in Lynnville. I cannot tell

6<sup>th</sup> Interrogatory. Where did he next reside and when

Ans to 6<sup>th</sup> Int - He boarded with Janny Gale. I cannot tell when -

7<sup>th</sup> Int - Where did he next reside! -

Ans to 7<sup>th</sup> Int - With his family in Lynnville

Int 8 - When did he commence residing in Lynnville with his family

Ans to 8<sup>th</sup> Int - I should think in 1834 - it might vary from that -

Int 9 - Has he resided in Ogle County during all the time you have known him

Ans to Int 9 - Yes sir -

Int 10 - Are you sure you have given the words used by Masfield as you have stated them, in your answer to the 9<sup>th</sup> Interrogatory, when you say that he said, "he was willing to risk his title on that point"

Ans. to 10<sup>th</sup> Int - I gave the meaning as near as I could comprehend his meaning. I am not sure the words were positive. I may have used some words, he did not -

Int 11<sup>th</sup> - Did you give any of the words used by Masfield on that subject, if so what were they! -

Ans to 11<sup>th</sup> Inter - I cannot tell that these were all his precise words. The idea conveyed in the words quoted in the 10<sup>th</sup> Interrogatory, was my impression of the meaning of Masfield but, I do not pretend to give all his language -

Int 12 - When did Masfield first take possession of the land in question.

Answer to 12<sup>th</sup> Int - I cannot tell. all I know about that is what others have said about it -

Int 13 - When did he leave it -

Answer to 13<sup>th</sup> Int - I cannot answer that question - I don't know that he ever left it -

Int 14 - How long did he reside on the land in question

Answer to Int 14<sup>th</sup> - I do not know -

Int 15 - State if you know who is now in possession of the land in question! -

Answer to 15<sup>th</sup> Int - I do not know from personal knowledge, but have heard others say that he improved it. Mr. Maffield

Int 16 - Do you know of Patchen having made any improvements on the land in question, if so what and when! -

Answer to 16<sup>th</sup> Int - I do. I helped him to work on his house, and helped him to put up that building, and was also knowing to his improving a piece he called four acres of the land I ploughed for him & helped to put up Pickets - I think this was about 1849 - it might have been 1850. the ploughing was done after the house was built -

Interrog 17 - Do you know where Patchen the Complainant now resides! -

Ans. to Interrogatory 17 - He lives in Sinnville, about two miles from this land

Interrogatory 18 - How long has he resided there -

Answer to Interrog 18 - I think four or five years. have known him there that long - and he may have lived longer there -

Interrogatory 19 - You state in your answer to direct Interrogatory 9<sup>th</sup> that you were acquainted with the circumstances of Patchen paying One hundred dollars on this land - State from whom you received that information -

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Answer to 19<sup>th</sup> Interrogatory - I was present when Patchen and Mix done the business and received the information from them  
Interrogatory 20. When and where did the conversation spoken of in your answer to direct Interrogatory 9<sup>th</sup> take place and who were present

Answer to Interrogatory 20. It took place at White Rock near Mr Keiths house. I do not know how many or who were present. I think some of Mr Keiths family were present. He and some of the boys I think. I think it was some time in the year 1857 -

Interrogatory 21 - What business was you on at Keiths house - at the time spoken of in your last answer and how were you travelling

Answer to Int 21 - I dont recollect any particular business. I was travelling on foot -

Interrogatory 22 - State if you know what business Meaffield was on at that time

Answer to Interrog 22 - I do not know -

Interrogatory 23. When and where did you receive the information that Mix had agreed to apply \$100. on the land for Patchen and who were present -

Answer to Interrogatory 23 - The place was at Mr Mixs office: sometime in the year 1850 or 1851 - Mr. Mix, myself, and Mr. Patchen were present - there might have been others but I have no recollection of any other particular person being present

Interrogatory 24. Did the matter spoken of in the last Interrogatory take place in the spring, summer, fall or winter

Answer to Interrog 24 - I have no positive recollection of which season

Interrogatory 25. Have you any recollection positive or otherwise of the time; -

Answer to Int 25. I think it was about the time of the Circuit Court in the fall of the year -

Interrogatory 26. Was it before or after or during the fall term of the Circuit Court -

Answer to Interrog 26 - I cannot say which

Interrogatory 27. Do you know of the \$100. spoken of having been paid

Answer to Int 27 - I do not -

Interrogatory 28. Have you ever heard the Complainant say anything about not paying for or abandoning the land -

Answer to Interrogatory 28 - I have not -

Interrogatory 29. Have you any interest in the event of this suit? -

Answer to Interrog 29 - I have not -

Interrogatory 30. Have you ever had any transaction with Alex and Green or either of them about title to land -

Answer to Int 30 - I have had with Green. He has deeded land for me on time -

Direct resumed -

Interrogatory 1<sup>st</sup>. What was the agreement between Alex and the Complainant about the application of the one hundred dollars -

Answer to 1<sup>st</sup> Interrogatory - He took the security from Slater and agreed to apply it on the land as a payment for the same -

Interrogatory 2<sup>d</sup>. How much of a house was on the premises? -

Answer to 2<sup>d</sup> Interrogatory - I should think it was about 16 feet by 24. It might have been more or less - It was boarded up and down on the sides: matched boards for a roof

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Reuben Lucas

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State of Illinois

Ogle County, ss.

I, the subscriber a Justice of the Peace of the said County, do certify that the above deposition was taken by me, at the time and place mentioned in the caption thereof, that the said witness was first duly sworn, and that the said deposition was carefully read to the witness and signed by him - Dated this 22<sup>d</sup> day of September A. D. 1858 -

Jno M. Snowden

Justice of Peace -

J. L. Strang, being first duly sworn, doth depose and say in answer to the several Interrogatories as follows to wit:

1<sup>st</sup> Int - What is your name, age and place of residence, and what business do you follow? -

Ans to 1<sup>st</sup> Int - John Laurence Chapman Strang - Am about forty four years of age - Reside in the Town of Linnville, County of Ogle, State of Illinois. Am a Blacksmith by trade

2<sup>d</sup> Interrogatory - Do you know the parties to this suit, and if so how long have you known them -

Answer to 2<sup>d</sup> Interrogatory - I do know Alfred Patchen and William M. Masfield I think Masfield's name is William. I do not know Green I have known Alfred Patchen since the fall of 1850 - I have known Mr Masfield since 1854 -

3<sup>d</sup> Interrogatory, Do you know the lands in question in this cause

Ans to Int 3<sup>d</sup> - I do. -

4<sup>th</sup> Interrogatory Who is in possession of those lands now -

Ans to 4<sup>th</sup> Interrogatory - Mr Masfield the defendant is working the farm

5<sup>th</sup> Interrogatory How long has he worked it

ans. to 5<sup>th</sup> Int - He has worked it since the year 1855. and whether he has worked it longer I cannot tell -

6<sup>th</sup> Int - Do you recollect at what time of year, Masfield defendant took possession -

Answer to 6<sup>th</sup> Int - The first I knew of it was in the fall of 1855. -

7<sup>th</sup> Interrogatory, How far do you live from the land in question -

Ans. to 7<sup>th</sup> Inter - About two miles

8<sup>th</sup> Interrogatory - Did you hear a conversation between the Complainant and the defendant Masfield about Masfields making improvements upon those lands, and if you did state when and where that conversation was, and what was said between the parties -

Answer to 8<sup>th</sup> Interrogatory, I heard the Complainant read a written notice forbidding Mr. Masfield doing anything upon the land - This was at my shop at Linnville, I think in 1856 - Defendant Masfield was getting work done at my shop when Patchen came there, Mr. Patchen then read the notice to him - Mr. Masfield refused to take the notice when Mr Patchen offered it to him, Mr Patchen gave me the notice, after that some time Mr Masfield called and got the notice -

Defendants Counsel objects to the whole answer except as to time and place -

9<sup>th</sup> Interrogatory - Can you now state when this conversation occurred

Answer to 9<sup>th</sup> Interrogatory - A memorandum is shown to me, with my

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signature attached, but not in my handwriting, stating that this conversation was in the spring of 1855. My books were taken and the dates examined. I gave the dates from my book and they correspond with this memorandum.

Defendants Counsel objects to the Answer to the 9<sup>th</sup> Interrogatory

10<sup>th</sup> Interrogatory. With the date of what transaction was this memorandum compared:—

Answer to 10<sup>th</sup> Inter— I was repairing a breaking plough for Munson (Max-field), the defendant. Mr Patchen came with a notice, the charge on my book was made for repairing that plough— This Answer made at suggestion of Plaintiffs counsel

Sept 22, 1858— adjourned until 2 o'clock P. M.—

At 2 o'clock Examination resumed—

11<sup>th</sup> Interrogatory, Did Mr. Maffield say what he was going to do with that plough?

Answer to 11<sup>th</sup> Interrog— I could not say that he did— He left a hired man to work on that place and wanted me to do the work for him and charge it to him Maffield

12<sup>th</sup> Interrogatory. Where did Maffield live then?—

Answer to 12<sup>th</sup> Interrogatory— I could not say only from report, he lived at Sycamore—

13<sup>th</sup> Inter, Had he done any ploughing on the land at that time?

Answer to 13<sup>th</sup> Inter— I could not say that he did any ploughing. I think he hauled on some fencing—

14<sup>th</sup> Interrogatory— Were there marks of improvement on the land at the time Maffield bought—

- Answer to 14<sup>th</sup> Inter - I do not know when Masfield bought. There was marks of improvement in 1830. and up to the present time -
- 15<sup>th</sup> Interrogatory - What marks of improvement were there in the fall of 1854 -
- Answer to 15<sup>th</sup> Inter - I could not tell. the breaking was there. but I don't know whether the house was there or not -
- 16<sup>th</sup> Interrogatory. How much breaking was there
- Answer to 16<sup>th</sup> Inter - There was from two to five acres
- 17<sup>th</sup> Interrogatory - Was there marks of preparation to build a house there
- Answer to 17<sup>th</sup> Inter - There was after the other house was taken away. There were two trenches there. one running North and South and the other East and West -
- 18<sup>th</sup> Interrogatory. Were the trenches and the breaking near the Public Road -
- Answer to the 18<sup>th</sup> Inter - They were both near the public roads. one East and West. and the other North and South -
- 19<sup>th</sup> Interrog - Did Mrs Masfield build a house on that land or in the neighborhood of it -
- Answer to 19<sup>th</sup> Inter - He built one close to it. but not on it -
- 20<sup>th</sup> Inter - Do you know whether he owned the land on which he built -
- Answer to 20<sup>th</sup> Inter - I do not. except what he told me. He told me he leased the land he built the house on from Mr. Roberts He told me that he built there that the probability was. if he did not hold the land. he could not get the pay of Green what the house was worth -
- Objected to -
- 21<sup>st</sup> Interrogatory - Did Mr. Masfield ever state to you of whom he bought the land or what he gave for it -

Answer to 21<sup>st</sup> Inter - He told me what he gave for it. He gave \$1200. I have no recollection that he told me he bought from Green. He told me Green was good for it. John S. Green I think he said.

## Questions propounded on Cross Examination

1<sup>st</sup> Interrogatory - Was there any fence on the land at the time spoken in your answer direct - Interrogatory 15 (1834)

Answer to 1<sup>st</sup> Inter - I think there was not

2<sup>d</sup> Interrogatory - Was there ever any fence there previous to that time -

Answer to 2<sup>d</sup> Inter - There was - What we call fence pickets drove in the ground

3<sup>d</sup> Interrogatory - Was there a house on that Land previous to fall of 1834 - if so has it been removed and when and by whom -

Answer to 3<sup>d</sup> Inter - There was a house previous to that time - It was removed I think about 1853 or 1834 - I do not know by whom

4<sup>th</sup> Interrogatory - At what place is your shop spoken of in your answer to direct Interrogatory 8 -

Answer to 4<sup>th</sup> Inter - My Shop is in Linnville

5<sup>th</sup> Interrogatory - How long after you say Patches gave you the notice spoken of in answer to direct Interrogatory 8<sup>th</sup> - was it that you gave the same to Maxfield -

Answer to 5<sup>th</sup> Inter - It was about two months afterwards, that is my impression

6<sup>th</sup> Interrogatory - Did you ever see Patches do any ploughing on the land in question

Answer to 6<sup>th</sup> Inter - I did not -

Interrogatory 7<sup>th</sup> - Do you know any thing about the marks of preparation for building (trenches &c) spoken of in your answer to 17<sup>th</sup> direct

Interrogatory being for the purpose of building, except as told you by Patches complainant —

Answer to 7<sup>th</sup> Inter - I do not, only I saw the trenches and Mr. Patches told me —

Interrogatory 8<sup>th</sup> - When and where was it that Maxfield told you that he had leased the land on which he built from Mr. Roberts and who were present

Answer to 8<sup>th</sup> Inter - It was in the fall of 1857. I think in September, at my shop in Linnville. William DeFuy was present —

Interrogatory 9 - When and where was it that Maxfield told you that he built on Roberts land because the probability was that if he did not hold the land he could not get his pay from Green for the house and who were present —

Answer to 9<sup>th</sup> Inter - It was last fall - I think in September at my shop in Linnville. William DeFuy was present - It was all on the same day —

Interrogatory 10 - State if you can what Maxfield came to your shop for at the time spoken of in your last answer —

Answer to Interrog 10 - To get his horses shod. Mr. Maxfield took hold of the bellows pole and commenced blowing - I was fitting up the shoes. The hired man was setting of them. Mr Maxfield and I talked over this matter about the house and land - I have stated all the conversation relative to that —

Interrogatory 11. Did you ever have Complainant say any thing about not making payment for the land in question

Answer to Inter 11<sup>th</sup> I dont think I ever did

Interrogatory 12. How long have you known the complainant

Answer to Inter 12 - About 8 years —

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Interrogatory 13. Where has he resided during that time

Answer to Interrog 13 - He has resided the most of the time in the Township of Linnville, the first I knew of him he was living with Mr. Slater - The next - I think he lived with Eggr Hoadley and tended Saw Mill - Then there was two other families he boarded with, one I think was John O'Brians. The next was Van Ortweis; and the next I knew about him he went to keeping house for himself in Linnville

Interrogatory 14 - Have you any interest in the result of this Suit

Answer to Interrog 14 - I have no interest at all -

Interrogatory 15. Have you had any transactions with Mix and Green of the nature of the one involved in this suit -

Answer to Interrog 15 - I have not

### Direct resumed

Interrog 1 - Who occupied the house on the premises when it stood there -

Answer - George Steeles was all the family I recollect being there I am pretty sure it was Steele

Interrogatory 2. Had the complainant a family at the time you speak of his boarding about at different places -

Answer - He had one son that I became acquainted with. Since he commenced keeping house in Linnville I have become acquainted with his family - His wife, two daughters, two sons - and son in law  
J. L. Strang -

Adjourned until 8 o'clock A.M. Sept 23. 1858 -  
State of Illinois }  
Ogle County ss } - I the Subscribed, a Justice of the

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Peace of said County, do certify that the above deposition was taken by me, at the time and place mentioned in the Caption thereof: that the said witness was first duly sworn and that the said deposition was carefully read to him and signed by him -

Dated this 22<sup>d</sup> day }  
of Sept - 1858 } - Jno M. Snowden  
Justice of Peace

September 23. 1858. 8 o'clock A.M.  
Deposition of Calvin R. Hoadley - The said Calvin R. Hoadley being first sworn to testify the truth in relation to the matter in controversy, doth depose and say in answer to several Interrogatories, as follows to wit: -

Interrogatory 1. What is your name, age - and occupation and where do you reside -

Answer to Int 1<sup>st</sup> Calvin R. Hoadley - My age is 54 years this fall - I am in the milling business, at present, but am a Mill-wright - Carpenter and Joiner - I reside in New Milford townshipp, Winnebago County -

Interrogatory 2. Do you know the parties to this suit, and how long have you known them -

Answer to Int 2<sup>d</sup>. I have been acquainted with Esqr. Patchen about 12. years - I know John S. Green, and have bought lands of him, it has been about eight years since I first knew him - I dont know Masfield, would not know him if I would meet him on the street -

Interrogatory 3 - Do you know the lands in question in this cause, and have you lived near them: -

70  
Answer to 3<sup>d</sup> Inter - I do - and lived within two miles of them for thirteen years - I moved away three years ago this fall (November)

Interrogatory 4. Do you know of the complainant making a settlement on this land, and if you do, state when and the particulars about it -

Answer to 4<sup>th</sup> Interrogatory - I know that he made a settlement on this land. He built a house on it and improved a portion of it. I think it was about the year 1850. it might have been in 1849 or 1851 - He lived with one at the time, he broke and improved about four acres of the land, fenced it. He built a house on it about 16 by 24, a one story building -

Interrogatory 5. How long did he continue to occupy the premises -

Answer to 5<sup>th</sup> Interrogatory - I think he occupied until the year 1853. it might have been 1854 -

Interrogatory 6. Did he have his family there -

Answer to 6<sup>th</sup> Interrogatory - He did not -

Interrogatory 7 - Did he leave the premises and if he did for what reason -

Objected to -

Answer to 7<sup>th</sup> Interrogatory. He did. he stopped occupying the premises the reasons were that he was afraid to live there. He came to my house all bruised and bloody. he was not able to labor and has been affected from that time probably until the present because of his being knocked down and abused on the land adjoining the premises

Interrogatory 8. What person beat him -

Objected to -

Answer to Interrogatory 8 - Frederick R. Slater -

Interrogatory 9 - Did Slater live in the neighborhood

Answer to Interrogatory 9 - He lived within a very few rods of Patchin

improvement -

Interrogatory 10 - What kind of a man was Slater - as for its being safe for the Complainant to live near him -

Objected to -

Answer to 10<sup>th</sup> Interrogatory - He was a dangerous man, he was an enemy of Esqr. Patchens, He was a high tempered man and a bad man, if he was an enemy of mine I should be afraid to meet him where he could take my life -

Interrogatory 11. Do you know of his making threats against Complainant  
objected to -

Answer to Interrogatory 11 - I know there was a difficulty between them, I do not remember particular threats

Interrogatory 12. What wounds or bruises had the complainant on him when he came to your house as you have mentioned -

Answer to 12 - He had a wound on the back part or top of his head where he had received a blow, I do not remember any other, That wound was a severe one, it split or cut the hair in two on his head -

Interrogatory 13. Was he sick or disabled from it and if he was, how long  
Objected to -

Answer to Int 13 - He labored for me before and after, but was not able to do the same work - after he had before

Interrogatory 14 - How long after he was beaten was it that the complainant left the premises -  
Objected to -

Answer to Interrogatory 14 - I should think soon after

Interrogatory 15, where did he go to -

Answer to Interrogatory 15, He came to my house, and staid -

Interrogatory 16 - How long did he stay there -

Answer to Interrogatory 16 - I think he staid with me over a year -

Interrogatory 17 - Did Slater remain there during that year

Answer to Interrogatory 17 - He left I should think within the year. I know he was in jail part of the time, and he left after he was tried for murder, in a few days - This was in the spring term of court, and I disremember the year -

Answer objected to -

Interrogatory 18 - at what time of year was the complainant beat

Answer to Interrogatory 18 - I cannot recollect, but as far as my impressions are I think it was in September or October -

Interrogatory 19 - Did you know of the complainant going to the land office to make a pre-emption entry of the land in question? -

Objected to -

Answer to Interrogatory 19 - I did, but I do not remember whether I went with him or not -

Interrogatory 20. Were you a witness for the complainant in a contest about a pre-emption right to the lands in question, and if you were, when and where was your testimony given -

Answer to Interrogatory 20. I was a witness. My deposition was first taken here in Oregon at Esqr. Mixs office. I think before Esqr. Irvin. The year and time I disremember

Interrogatory 21 - Did the complainant have an attorney present at the time of taking your deposition and who was it? -

Answer to Interrogatory 21 - He did. It was H. A. Mix Esq -

Interrogatory 22 - Did you know of the Complainant purchasing a land warrant of H. A. Mix about that time, and if you do state what you know about it? -

Objected to -

Answer to Interrogatory 22. I do know that he did. He took the land warrant and gave a writing for the same. It was some kind of a bond or trust deed I forget the nature of it.

Interrogatory 23. What was the agreement between Mix and the Complainant about the land warrant

Objected to -

Answer to Interrogatory 23. I could not state the conditions of the contract -

Interrogatory 24. Do you remember the amount the complainant was to give Mr. Mix for the land warrant -

Objected to -

Answer to Interrogatory 24 - I could not say -

Interrogatory 25. Do you remember when he was to pay Mr. Mix for that Land Warrant -

Objected to -

Answer to Interrogatory 25. I do not remember -

Interrogatory 26. Do you remember whether he was to give Mr. Mix security for the payment, or what the security was to be -

Objected to -

Answer to 26<sup>th</sup> Interrogatory. He made a writing as I stated before giving security on the land -

Interrogatory 27 - Do you remember whether there were notes given for the money -

Objected to -

Answer to Interrogatory 27 - I could not say positively. I supposed there was

Interrogatory 28. Were you present when the papers relating to that transaction were executed -

Objected to -

Answer to Interrogatory 28. I was present when the Warrant was purchased and when some papers were made out. After that we went directly to the Land Office and when we returned I think the Esquire left me in Dayville, and came on to

Squire Mix to close the contract -

Interrogatory 29 - Look upon the Bond here shown to you - signed Henry A. Mix, and marked "A." made and exhibited in this cause, and state whether it was one of the papers you refer to as having been made out at the time of the purchase of the warrant -

Objected to -

Answer to Interrogatory 29 - I think it was the very paper

Interrogatory 30. What did the complainant do with that Land Warrant

Objected to -

Answer to Interrogatory 30. I think he left it in the Land office to apply on his preemption -

Interrogatory 31 - Did you accompany him to the Land office -

Answer to Interrogatory 31 - I did -

Interrogatory 32<sup>d</sup>. When :

Answer to Interrogatory 32<sup>d</sup> - the next day after the purchase of the Warrant

Interrogatory 33<sup>d</sup> - Where did you go from :-

Answer to Interrogatory 33. From Oregon down to Dixon

Interrogatory 34 - at what time of day -

Answer to Interrogatory 34 - I do not remember exactly

Interrogatory 35. Were you with the complainant at the time he left the Land Warrant at the land office, and if you were state what occurred on that occasion -

Objected to -

Answer to Interrogatory 35. I was with him - He presented the affidavits given at Mix's office - I was called on, was sworn respecting Esqr. Patchen's being a man of family -

Interrogatory 36. where did he present the land warrant - Was it before

or after you were sworn as to his being a man of family  
Objected to -

Answer to Interrogatory 36. I cannot say positively which. I cannot say -

Interrogatory 37. Can you state whether he gave that warrant in payment  
of the Land in question under his preemption rights :-  
Objected to -

Answer to 37<sup>th</sup> Interrogatory - He did

Interrogatory 38. Who was Register of the Land Office in Dixon at  
that time :- Objected to -

Answer to Interrogatory 38. - I think it was Delas Noble, he was either  
Register or Receiver -

Interrogatory 39 - are you acquainted with his hand writing :-

Answer to Interrogatory 39 - I am -

Interrogatory 40. Look upon the paper here shown to you, and state  
whether the signature to the same, is in his hand writing  
and whether the complainant received it of him at the  
time you speak of -

Objected to -

Answer to Interrogatory 40. That is Delas Noble's hand writing - I think  
it is the paper received that day by the complainant

The paper then produced is hereto annexed  
and marked "B" -

Interrogatory 41. When ~~was~~ was the house built by the complainant  
on the premises, removed and by whom -

Answer to Interrogatory 41. I bought the house and drew it away  
I think in 1837 or 52 -

Interrogatory 42. Was that before or after complainant ceased working  
on the land -

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Answer to Interrogatory 42 - I think it was after  
Interrogatory 43. Did the complainant about that time express an  
intention to abandon or give up the Land  
Objected to -

Answer to Interrogatory 43. He did not - That is not to me -

Interrogatory 44. Were there marks of improvement about those lands in  
the fall of 1854 - and if there were what were they

Answer to Interrogatory 44 - There was - The land was broke and cultivated  
There were marks where the house was drawn from. they  
are there to this day. unless they have been ploughed  
over -

Interrogatory 45. Were there marks near public roads :-

Answer to Interrogatory 45 - The House stood right on the road. the  
breaking was a few rods from another road -

Interrogatory 46. What was the quality of these lands - and what was  
their value in January 1855 -

Objected to -

Answer to Interrogatory 46 - The lands are good. there is a beautiful  
spring branch running across the North end -  
Probably as lands were selling about their at that  
time they were worth about \$20. per acre -

Interrogatory 47 - What is a reasonable rent for the cultivated part of  
those lands for the last three years. as lands have  
been let in that neighborhood -

Objected to -

Answer to Interrogatory 47. The average price of Lands have been four dollars  
per acre. this is the lowest price I recollect them to have  
been rented for. I have heard of them being higher, as high

as five . five and a half and six

Adjoined until 2. o'clock P.M.

At 2. o'clock P.M. Examination resumed

Interrogatory 48. At the time of the negotiation between the complainants and Mr. Mix about the Land Warrant, was there any thing said about Mr. Mix acting as the agent of any other person in that matter :-

Objected to -

Answer to Interrogatory 48 - Not to my knowledge

Interrogatory 49 - Was there any thing said about Mr. Mix purchasing the land of the complainant :-

Objected to -

Answer to Interrogatory 49 - Not to my knowledge

Interrogatory No 50. Was it stated on that occasion what was the object of a deed made by the complainant to Mr. Mix -

Objected to -

Answer to Interrogatory 50. It was not, because I did not know there was a deed made -

Interrogatory 51. Was there a writing made on that occasion from the complainant to Mr. Mix or not -

Objected to -

Answer to Interrogatory 51 - There was some kind of a writing -

Interrogatory 52 - Was there any thing said about the object of that writing. If there was, what was said about it :-

Objected to -

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Answer to Interrogatory 52 - I cannot recollect now further than I have said before

## Questions propounded on Cross Examination

Interrogatory 1 - Did the Complainant ever reside upon the land in question if so when and how long? -

Answer to 1<sup>st</sup> Interrogatory. He did - Probably in 1849 or 1850. I cannot say how long -

Interrogatory 2 - You state in your answer to 7<sup>th</sup> direct Interrogatory that the Complainant was "afraid to live there." State your means of knowledge on that subject? -

Answer to Interrogatory 2 - The means of knowing the facts were from Esqr. Patchen and Frederick R. Slater -

Interrogatory 3. You state in your answer to the same direct Interrogatory that the cause of the complainant's being bruised and bloody, was his being knocked down on the land adjoining the premises - State your means of knowledge on that subject

Answer to 3<sup>d</sup> Interrogatory - My means of knowledge is this - Frederick R. Slater was brought before Esqr. Piper and upon that hearing I learned from the Witnesses the facts

Interrogatory 4 - You state in your answer to direct Interrogatory 8, that Frederick R. Slater beat the complainant. State your means of knowledge on that subject? -

Answer to Interrogatory 4. The other answer covers this -

Interrogatory 5. You state in your answer to direct Interrogatory No 10. that Slater was the enemy of Complainant. State your means of knowledge on that subject? -

Answer to Interrogatory 5. - Slater spoke badly of Esquire Patchen to me, and he spoke badly of Slater

Interrogatory 6. You state in your answer to Interrogatory 11, that there was a difficulty between Patchen and Slater. State your means of knowledge on that subject: -

Answer to Interrogatory 6 - I heard from each of them that there was a variance between them in business matters and that they could not agree well -

Interrogatory 7. - You state in your Interrogatory direct No "19" that you know of the Complainant going to the Land office to make pre-emption of the land in question". State your means of knowledge on that subject: -

Answer to Interrogatory 7 - He went away and told me he was going to get his preemption, and he returned with his papers -

Interrogatory 8. Are you sure that you went to the land office with Complainant as stated in your answer to the "28<sup>th</sup> direct interrogatory": -

Answer to 8<sup>th</sup> Interrogatory - I am -

Interrogatory 9. - Are you sure that the paper shown you marked "A" is one of the papers you refer to as having been made at the time of the purchase of the warrant -

Answer to 9<sup>th</sup> Interrogatory - I am not sure but think it is the same paper -

Interrogatory 10. Did you ever see Silas Noble write his name -

Answer to Interrogatory 10. I have -

Interrogatory 11 - Have you any interest in the event of this suit: -

Answer to Interrogatory 11 - I have not -

Interrogatory 12 - Have you had any difficulty with John S. Green

80 in relation to lands :-

Answer to Interrogatory 12 - I had a little difficulty with him, and it was all settled without law

Calvin R. Hoadley

State of Illinois

Ogle County, ss } I, the subscriber a Justice of the Peace  
in and for said County do certify that  
the above deposition was taken by me at the time and  
place mentioned in the Caption thereof; - that the  
said witness was first duly sworn and that the said  
deposition was carefully read to the witness and signed  
by him - Dated this 23<sup>d</sup> day of September A.D. 1858.

Jno M. Snowden

Justice of Peace -

Deposition of Miles B. Light - The said Miles B.  
Light being first duly sworn doth depose and say in  
answer to the several Interrogatories as follows to-wit :-

1<sup>st</sup> Interrogatory - What is your name, age, residence and occupation

Answer to 1<sup>st</sup> Interrogatory - My name is Miles B. Light - age 30 years - residence Oregon  
Illinois - occupation attorney at law -

2<sup>d</sup> Interrogatory - Look upon the paper here shown to you marked "A" exhibited in  
this cause and state whether you were a subscribing witness  
thereto -

Answer to 2<sup>d</sup> Interrogatory - I am a witness to the paper marked "A"

3<sup>d</sup> Interrogatory - Was that paper executed and by whom

Answer to 3<sup>d</sup> Interrogatory - The paper is signed and sealed by Henry A. Mix

of Oregon. Illinois

4<sup>th</sup> Interrogatory - Were you present at the time the contract was made to which this paper relates -

Answer to 4<sup>th</sup> Interrogatory - I cannot tell

Meiles B. Light -

State of Illinois }  
Ogle County, ss. } I, the subscriber a Justice of the Peace of  
said County, do certify that the above  
deposition was taken by me at the time and place mentioned  
in the caption thereof - that said Witness was first duly  
sworn, and that said deposition was carefully read to the  
witness and signed by him - Dated this 23<sup>d</sup> day of  
September A. D. 1858.

Jno M. Snowden

Justice of Peace

Adjourned till 8 o'clock A. M. - Sept 24<sup>th</sup>

September 24 - 1858 -

Deposition of H. A. Mix, Esqr - The said Henry A. Mix being first duly sworn doth depose and say in answer to the several Interrogatories as follows, to wit: -

Interrogatory 1 - What is your name, age, and occupation, and where do you reside? -

Answer to Interrogatory 1 - My name is Henry A. Mix, age about 37 - profession Attorney at Law - residence Oregon, in Ogle County

Interrogatory 2<sup>d</sup> - Do you know the parties to this suit, and if so how long have you known them? -

Answer to 2<sup>d</sup> Interrogatory - I know the complainant. I know John S. Green and think I have seen Massfield. I have known Squire Patchen since 1849 or 1850. I have known John S. Green about the same length of time - Have no particular acquaintance with Massfield

Interrogatory 3. Where is Massfield residing for several years past :-

Answer to 3<sup>d</sup> Int. - I do not know -

Interrogatory 4. For what were the notes mentioned in your bond to the complainant of 9<sup>th</sup> April 1850. given :-

Answer to Int 4. At the time that the notes were given Esqr. Patchen conveyed me the lands mentioned in the bonds, and I executed the Bond to him, the land warrant <sup>with</sup> which he located the land he obtained from me - The notes were given for the Title to the land or the warrants with which it was located -

Interrogatory 5. Where are those notes :-

Answer to Int. 5. The notes are now in my possession I think -

Interrogatory 6. Where is the deed -

Answer to Int 6 - I think I handed it over to John S. Green, that is my impression

Interrogatory 7. Did you make a deed of the land to John S. Green

Answer to Int 7 - I made a Deed. I cannot state whether to John S. Green or all Thomas R. Green's heirs -

Interrogatory 8. Can you state the names of those heirs :-

Answer to Int 8 - I cannot - I recollect - John S. Elizabeth and Albert

Interrogatory 9. Did John S. act as Administrator of Thomas R. Green

Answer to 9<sup>th</sup> Int - My recollection is that he did I settled with him as such - Objected to -

Interrogatory 10. Did you act as the Agent of Thomas R. Green in disposing of the Warrant - Objected to -

Answer to Int 10. I did. -

Interrogatory 11. Was Thomas R. Green engaged in disposing of Land Warrants about the country, and if so to what extent. State your knowledge of the matter. - Objected to -

Answer to 11<sup>th</sup> Int - All the knowledge I have in regard to the business I done for him - I located some land warrants for him and purchased some of him -

Interrogatory 12. Do you know of disputes having arisen in De Kalb County about the title of lands entered with warrants disposed of by Thomas R. Green -  
Objected to -

Answer to Int 12 - I do not -

Interrogatory 13. Did Mr. Patchen at any time offer to you those notes

Answer to Int 13. Not to my knowledge - I have no recollection of any such offer -

Interrogatory 14. Did he make application to you for delay in the payment of them :- Objected to -

Answer to Interrogatory 14. There may have been something said about delay in the payment of the first note but I have no distinct recollection about it :-

### Questions propounded on Cross Examination

Interrogatory 1. Did you ever have any conversation or conversations with the complainant about the application of money in your hands to the payment for the land in question? if so state the same -

Answer to Int 1 - I have had conversations with complainant in regard  
S3

to the matter enquired of, in 1850 I instituted a suit against Frederick R. Slater in favor of the Complainant for an assault and Battery - Slater and Esqr. Patchen settled the matter, or Squire Patchen authorized me to settle it, I dont know which - for one hundred dollars - Slater paid me seventy dollars of the amount and turned me out a note against one George Edgington for thirty dollars which was then supposed to be perfectly good - This was in the autumn of 1850 - Thomas R. Green died in the same autumn and John S. Green his administrator subsequently became very impatient to have all the matters in my hands closed up. I therefore so soon as Esqr. Patchens first note matured, or soon after solicited the payment of it, and requested the privilege of applying the seventy dollars in my hands on the same. This Esquire Patchen never consented to - After both notes matured I advised Squire Patchen of the impatience and importunity of Mr. Green to have the matter closed up, and again requested him to permit this seventy dollars to be credited on the notes if he intended to pay them, that I should settle up with Mr. Green in a few days and wished to close every thing up - He again declined and I supposed abandoned the contract -

Interrogatory 2. You state in your last answer that you supposed Patchen had abandoned the contract - state the facts or circumstances that gave rise to that supposition

Objected to -

Answers to Int 2 - From the fact that he would never authorize me to apply the seventy dollars on the notes and from the



fact that the land at the time, in the Spring of 1852, was no more valuable than other Government land in the same region of country, and from the fact that he seemed to make no effort or manifested any interest in paying up the notes - I advised him if not paid or adjusted I should convey the Lands to Mr Green, besides a considerable amount of interest had accumulated on the notes and this tract of land would cost him far more than other lands equally valuable at that time -

In Chief resumed -

Interrogatory 1. Did not the complainant about the time you have spoken of talk to you about paying extra interest on the notes, if payment of them could be delayed -

Objected to -

Answer to Int 1 - I think there was an agreement of that kind in regard to the first note, until the second matured but nothing further -

H. A. Mix

State of Illinois

Ogle County, ss) I the subscriber, a Justice of the Peace of the said County, do certify that the above deposition was taken by me at the time and place mentioned in the caption; that the witness was first duly sworn, and that the said deposition was carefully read to the witness and signed by him -

Jno. M. Snowden  
Justice of Peace -

Dated this 24<sup>th</sup> Sept A.D. 1858 -

86 Deposition of James S. Patchen The said James S. Patchen being first duly sworn doth depose and say in answer to the several Interrogatories as follows to wit:—

Interrogatory 1. What is your name, age, residence and occupation

Answer to Int 1— My name is James S. Patchen, I am in my 31<sup>st</sup> year. I reside in Lane, Ogle Co— Am engaged in the mercantile business

Interrogatory 2. Do you know the parties to this suit and if so, how long have you known them

Answer to Int 2. I know the complainant, He is my father, John S. Green I am but little acquainted with J. Green but once at his office in Chicago July 15. 1837— Massfield I have been acquainted with more or less since the winter of 1834—

Interrogatory 3. Where has Massfield resided for years past—

Answer to 3<sup>d</sup> Interrogatory— Since I became acquainted with him he has resided at Sycamore, up to the spring of 1836— He then moved into the town of Linnville, on the place that he rented of John Roberts, and has resided there since.

Interrogatory 4<sup>th</sup> How happened you to be at the office of John S. Green in July 1837—

Answer to 4<sup>th</sup> Interrogatory— I went there as agent for my father, to make a tender in payment of some judgment notes said to be in Green's possession by H. A. Mix, and which Mix said were in possession of John S. Green. I went there and made the enquiry of John S. Green if he was the administrator of Thomas R. Green. He said he was— I then enquired of him if he had in his possession certain judgment notes against Alfred Patchen. The answer

was, he had not, nor did he know any thing about them I then said to him, I should be necessitated as the agent of Alfred Patchen of making him a tender of the amount of those notes which H. A. Mix had informed me were in his possession. He said he would be damned if I should, and ordered me out of his office - I told him I should not go until I made him the tender. I attempted to take the money out of my pocket and he came at me, swore that if I didn't leave the office he would kill me at the same time lifted and drew a chair over his head threatened to strike me, but was prevented from doing so by a young man in the office and a young man that was with me by the name of Elliott. I disremember his given name - When he found that he could not drive me off he left and went into another room adjoining - I then took out the money counted it over Three hundred and fifty dollars in gold - laid it on his table, and just as I had got it counted over and laid down on his table, he came in to the room - I then made him the tender, and stated to him that it was in payment for certain Judgment notes which H. A. Mix had informed me were in his possession. He would not receive it as a tender, and insisted that there was not that amount of money, and that if I did not leave the office he would take my life - I kept the money in my possession, told him that if <sup>he</sup> wanted it, I was ready to pay it to him.

- Answer Objected to -

87  
Interrogatory 5. Has he at any time since applied to you for the money

58  
Answer to Interrogatory 5. He has not -

Interrogatory 6. Did you know of the Complainant at any time previous offering to pay these notes to John S. Green

Answer to Interrogatory 6 - I did not -

Interrogatory 7 - Did you have a conversation with defendant Masfield about the Complainants claim to the lands in question and if you did state when and where, and what was said about it:

Answer to Inter 7 - I did have a conversation with defendant. It was at Portland early in the spring of 1857 - He said that he would like to have a settlement with father. I told him I thought it was too late. I said to him, that I was afraid that he would loose, and that I would much prefer that John S. Green would loose than see him - He stated to me that he was safe, that John S. Green was holden to him for the amount that he paid and that he thought for the improvements also made on the lands in question :- but notwithstanding he would give my father for his right title and interest to the land in question, three hundred dollars - He said he would rather give this amount than to have a litigation and that he thought it was better for both parties, that John S. Green was holden to him, for the amount and that he was safe but he thought it was better for Father, even provided that in time he should recover the land for him to settle for the cost of litigation would, eat up the amount - This is the principal part of the conversation, we conversed not a great while together, on the subject -

8<sup>th</sup> Interrogatory - Did Mr. Masfield say any thing in that conversation about having known of your fathers claim when he bought, and

if he did what did he say about it! -

Objected to:

Answer to 8<sup>th</sup> Interrogatory - He did. He stated that when he bought it he knew that Father had a pretended claim, but that Green was security to him against all losses and that he would defend him in case of litigation! That is all I can think of.

Interrogatory 9 - Do you know Mr. Maffield's hand writing? -

Answer to Interrogatory 9 - I do -

Interrogatory 10. Look at the paper marked 'C' made an exhibit in this cause, and say in whose hand writing the same is?

Answer to Interrogatory 10. - It is in the hand writing of Mr. Maffield

Interrogatory 11 - What improvements has Mr. Maffield made on the lands in question and when did he make them? -

Answer to Interrogatory 11. In the spring of 1855, he built a fence around the whole quarter section of land in question, and as he informed me at the time broke forty acres - I think he did not do anything with the land he broke until the spring of 1856. In the spring of 1856, he put in a crop, cultivated the forty acres and broke thirty or thirty five acres more - In the spring of 1857 - I saw men ~~breaking~~ working the land and saw grain growing on the land, and Maffield told me that he rented the land that had been broke - In the season of 1858, he Maffield worked the land himself

Questions propounded on Cross Examination

Adjourned until 2 o'clock P. M. -

90 September 24. 2 o'clock - Examination resumed

1<sup>st</sup> Interrogatory - How do you know that Maffield rented of Roberts as stated in your answer to 3<sup>d</sup> direct Interrogatory :-

Answer to 1<sup>st</sup> Interrogatory - Maffield told me himself -

2<sup>d</sup> Interrogatory. When and where; and who were present :-

Answer to 2<sup>d</sup> Interrogatory - I think it was at my store in Lane - The time I think was in July 1858. I couldn't say as to who was present

3<sup>d</sup> Interrogatory - Have you stated all that was said by Maffield and yourself at that time -

Answer to 3<sup>d</sup> Interrogatory. I was very busy at that time, and probably there would have been more said at that time, but I was very busy and the conversation was broke off. I spoke about his building. He said he had not built on the place but on the place adjoining, that he had leased of Roberts I think that that was about all the conversation that occurred at that time -

4<sup>th</sup> Interrogatory. What day in the week did you have the conversation last spoken of with Maffield

Answer to 4<sup>th</sup> Interrogatory. I cannot say

5<sup>th</sup> Interrogatory. What month :-

Answer to 5<sup>th</sup> Interrogatory - I think it was in the month of July 1858.

6<sup>th</sup> Interrogatory. In the fore part or latter part of the month -

Answer to 6<sup>th</sup> Interrogatory. I cannot say -

7<sup>th</sup> Interrogatory - Was it before or after the 4<sup>th</sup> of July 1858 :-

Answer to 7<sup>th</sup> Interrogatory - I cannot say for certain

Interrogatory 8. If it was not in July was it June or August

Answer to Interrogatory 8. I think it was July - I don't think it was

either June or August -

Interrogatory 9 - What makes you think it was July

Answer to Interrogatory 9 - I cannot tell what makes me think so -

Interrogatory 10. Have you stated all of the conversation that occurred as related by you at Green's Office in Chicago? -

Answer to Interrogatory 10. I think not, there was some pretty hard words occurred between us, that I think may not have all got in

Interrogatory 11 - State who and how many were present at that time

Answer to Interrogatory 11 - There was a young man of the name of Elliott another gentleman. I did not learn his name, John S. Green and myself. There was none other present that I remember of

Interrogatory 12. State when and who and how many were present at the time of the conversation you state you had with Maffield at Courtland Station -

Answer to Interrogatory 12. There was none other present. I met him on the street. I think it was early in the spring of 1857 -

Interrogatory 13. What month was it? -

Answer to Interrogatory 13. I could not say

Interrogatory 14. How many times have you talked over the subject matter of your testimony given in this cause with the complainant or his counsel -

Answer to Interrogatory 14. I don't recollect any particular conversation as regards my testimony previous to this commencement of taking depositions. Since then I think I have talked with the counsel at different times about the matter in question and as regards what I knew - I have talked with the plaintiff some but more with the counsel as regards my testimony. I could not say how many times I have

¶ 2 conversed with the Plaintiff.

Interrogatory 15. Have you any interest in the event of this suit:—

Answer to Interrogatory 15. Only to see my Father have justice done him  
I have not —

Direct resumed —

Interrogatory 1. Can you state whether any of the fences you have mentioned round the land in question were partition fences

Answer to 1<sup>st</sup> Interrogatory — They are fences on the South side which I think is partition fence I cannot recollect further whether there were any other partition fences —

Interrogatory 2. At the time when you met Maffield at Kentland, did he say anything about the price at which he bought the lands:—

Objected to —

Answer to Interrogatory 2 — I cannot say —

James S. Patches

State of Illinois }

Ogle County ss }

I the subscriber a Justice of the Peace of said County, do certify that the above deposition was taken by me at the time and place mentioned in the Caption: that the witness was first duly sworn and the said deposition was carefully read to the witness and signed by him

Dated this 24<sup>th</sup> day of September A.D. 1838 —

Jno M. Snowden

Justice of Peace

(Exhibit A)

Know all Men by these presents. That I Henry A. Mix of the County of Ogle, and State of Illinois am held and firmly bound unto Alfred Patchin, of the County of Ogle and State of Illinois, in the penal sum of five hundred dollars to be paid unto the said Patchin, his heirs, executors, administrators, and assigns, to which payment well and truly to be made I bind myself my heirs, executors, and administrators, and every of them, firmly by these presents. Sealed with my seal this 9<sup>th</sup> day of April A. D. one thousand eight hundred and fifty -

The Condition of the above Obligation is such, That whereas the above bounden Henry A. Mix has this day sold to the said Alfred Patchin & his heirs and assigns, for the sum of Two hundred and twenty dollars payable as follows - One hundred and ten dollars in one year from this date, with interest - & one hundred and ten dollars in two years from this date, according to the tenor of two certain promissory notes signed by said Patchin & drawn in favor of said Mix, of even date herewith, both bearing interest from date. All my right, title, and interest in the following described lot, or parcel of land to wit: - The South East Quarter of Section 17 - Township 41 - Range 2, East of the 3. P. M. situated in Ogle County, Illinois, containing 160 acres - Upon the payment of said sum being made, at the time, and in the manner aforesaid, the said Mix & his heirs, executors, and assigns, covenant and agree to and with the said Patchin his heirs, executors, administrators and assigns, to execute a good and sufficient deed of,

94

Conveyance of all his right, title and interest in the above described premises. Now if the said Henry A. Mix shall well and truly keep, observe and perform, the said covenants and agreements herein contained, on his part, then this obligation is to be void, otherwise to remain in full force and virtue -

Sealed and Delivered in presence of }  
Miles B. Light } Henry A. Mix

Miles B. Light

Henry A. Mix (L. 23)

(Which is endorsed as follows to wit - clerk)

H. A. Mix - To Alfred Patchin - Bond for deed - State of Illinois

Ogle County } Recorder Office - Filed April 10<sup>th</sup> 1850 at  
9 o'clock a.m. Recorded in Book G. of Deeds page  
196. & examined. R. B. Light, Recorder

"A"

I do hereby certify that this paper marked "A" is the paper referred to in the foregoing deposition and made an Exhibit in this cause -

Jno M. Snowden  
Justice of Peace

Exhibit "B"

Registers Office -

Dixon Ill. April 9<sup>th</sup> 1850.

Military Land Warrant N<sup>o</sup> 64213, in the name of James McLeod has this day been located by Alfred Patchin upon the South East quarter of Section 17 - in Township 41 - of Range 2, East - - Contents of tract located 160 acres Pre-act 4<sup>th</sup> Sept, 1841 -

Note - The dates of assignments in all cases must be given

at the time they are acknowledged, and no Assignment  
of this certificate will be regarded

Edas Noble Register

(Endorsed as follows to wit - clud.)

U. S. A - To - Alfred Patchin -

State of Illinois } Recorder's Office -

Ogle County }

Filed for record April 10<sup>th</sup> 1850

at 9 o'clock A.M. - Recorded in Book K of

Deeds, page 196 + examined - R. B. Light Recorder -

"B"

I do hereby certify - this paper marked B. is the paper  
referred to in the foregoing depositions and made an exhibit  
in this cause -

Jno M. Snowden - Justice of Peace

(Exhibit C.)

Sycamore April 5<sup>th</sup> 1855 -

Mr A. Patchin

Dear Sir - I have bought of Mr.  
Green the S. E. quarter of Section 17 - 41, Range 2,  
which I have lately understood you intend to hold  
as yours. I have looked over the papers and have  
taken legal advice. I am now prepared to forbid you  
exercising any authority or contr<sup>l</sup> or ownership over it  
whatsoever as I am under necessity to do so and Green  
stands ready to defend me in my ownership of the land  
your address will be on Ft. My. I apprehend you  
had better attend to it soon too if ever. Yours in haste

95.

Alfred Patchin

W. M. Maffield

(Endorsed)

96

Mr Swartwood. - I will be much obliged to you if you will read this, and then hand it to the old man Patchen - Yours

W. M. Mayfield

Charles McLean Washington D. C. -  
"C"

I do certify that this paper marked "C" is the paper referred to in the foregoing depositions, and made ~~an~~ exhibit in this cause

Jno W. Snowden - Justice of peace

And Afterwards to wit: on the 21<sup>st</sup> day of Sept. 1859 - the motion, in the words and figures following, was filed in said cause to wit: -

State of Illinois }  
Ogle County } Circuit Court thereof.

September Special term A.D. 1859 -

Alfred Patchen }  
vs } Bill - for relief -

John S. Krens and }  
William M. Mayfield } And now comes the said defend-

ants by their counsel, and move the Court <sup>shall be filed in the above entitled cause</sup> to suppress the deposition of Henry A. Mix, heretofore taken by the said complainant - First, for the reason that it appears from the Bill, answers, and exhibits that the said Mix is interested in the event of said suit, and 2<sup>d</sup> that he should and will not be allowed to testify to the injury of a

title that has past through him -

M. R. M. Wallace

Deft Solicitor -

And afterwards to wit: - on Thursday March 22<sup>d</sup>, 1860, the same being one of the days of the March Term 1860. of said Court, the following proceedings appear of Record to wit: -

Alfred Patchin

vs

William M. Maxwell

+ John S. Green

} Bill for Relief -

And now on

} this day come the said

Defendants by Dickey + Wallace

their Solicitors. and on their motion, it is ordered that this cause be continued generally -

And afterwards to wit: on Wednesday the 20<sup>th</sup> day of March 1861 - the same being one of the days of the March Term 1861 - of said Court, the following proceedings were had and entered of record to wit: -

Alfred Patchin

vs

William M. Maxfield

+ John S. Green

} Bill for Relief -

And now on this

} day comes the said Complainant

by Burnap and Dutcher his

Solicitors. and the said Defendants

come by Dickey, Wallace and Hard their attorneys, and

now come the said defendants and move the Court to

suppress the deposition of Henry A. May, heretofore taken and filed herein, and now after argument of Counsel and consideration by the Court, it is ordered by the Court that said motion be sustained:— And now on motion of the said Complainant, it is ordered that this cause be referred to Mr. Luekey to take depositions herein—

And afterwards to wit: March 22<sup>d</sup> 1861— the Notice in the words and figures following, was filed in said cause to wit:—

In the Ogle County Circuit Court—  
 Alfred Patchen }  
 agt } In Chancery  
 William M. Moaffield }  
 & John S. Green } Take notice, that at the  
 hearing of the above entitled  
 cause, the above named defendants will be required to  
 produce the several original deeds whereof copies, or what  
 purport to be copies, are attached to the Bill of Com-  
 plaint in the said cause, and also the promissory  
 notes of the above named complainant mentioned in  
 the said bill; otherwise secondary evidence will be given  
 of the said deeds and notes, and of the contents thereof.  
 Dated 20. Nov. 1860— Yours &c —

Francis Burnap—  
 Solicitor for Complainant  
 To the above named }  
 Defendants— and to Mr. R. M. Wallace Esq. }  
 their Solicitor }

And Afterwards to wit - March 22. 1861 - the following  
Notice was filed in said cause to wit: -

In the Ogle County, Circuit Court -  
Alfred Patchen }  
          ~~vs~~ } In Chancery  
William M. Moaffield }  
And John S. Green }  
                                  Take notice - that at the hearing  
of the above entitled cause, the above  
named defendants will be required to produce a certain  
notice given by the above named Complainant to William  
M. Moaffield, one of the said Defendants in the Spring  
of 1855, not to make improvements on the lands in  
question in this cause, otherwise peremptory evidence will be  
given of the contents thereof - Dated 22. Sept. 1858 -  
Yours &c

To the above named defendants } Francis Burnap  
          Messrs Dickey and } Solicitor for Complainant  
          Wallace, their Solicitors }

I acknowledge service of a  
copy of the above notice this 22. Sept. 1858 -

Dickey & Wallace  
Deft Attys

And afterwards to wit, on said 22<sup>d</sup> of March 1861,  
the following Affidavit was filed in said cause  
to wit: -

In the Ogle County Circuit Court

Alfred Patchen  
agt  
William M. Massfield  
and John S. Green

In Chancery

Alfred Patchen, the above named complainant, maketh oath

and saith, that the deeds mentioned in the bill of complaint in the above entitled cause, and of which certified copies are attached to the said Bill, and marked A, B, D, E, G, & F, respectively, are not, nor is either or any of them in his power or control -

Sworn at Osgood in the County of Ogle, the 21<sup>st</sup> day of March 1861 - before me  
F. L. Petrie Clerk

And Afterwards to wit: - on said 22<sup>d</sup> day of March 1861 - the following deposition of Henry A. Miz was filed in said cause to wit: -

In the Ogle County Circuit Court

Alfred Patchen  
vs  
William M. Massfield  
and John S. Green

In Chancery

Deposition of Henry A. Miz a witness on the part of the

Complainant in the above entitled cause, taken before James B. Suckey a commissioner appointed by the Court

to take proofs in the said cause -

The said Witness having been duly sworn testified as follows: that is to say: -

Interrogatory first - Have you any interest in the event of this suit -  
- I have not, having been released from the covenants in my Bond by Complainant -

- Objection offered on ac of interest, and being party through whom defendants obtain title, offered by Plaintiff (Release annexed & marked Exhibit "A" -

Interrogatory second - What is your name, age, occupation and place of residence -

- Henry A. Mix - 40 years of age - attorney at law - Oregon Ogle County - Illinois -

Interrogatory third - Do you know the parties to this suit: - and if yes how long have you known them respectively: -

ans - I have known the Complainant Patchen, 12, or 14 years - I have known defendant Jno S. Green since about 1850 or 51 - might have been later - I have known Mr. Maffield some 6 or 8 years -

Interrogatory fourth. What was the consideration for the notes mentioned in your Bond, to the Complainant, of 9. April 1850 -

ans - I suppose it was the title to the land described in the Bond

Interrogatory fifth - How happened those notes to be made to you -

ans - The notes were made to me in consideration of my having executed a Bond to the Complainant for a quarter section of land -

Interrogatory sixth - Were you or not at the time of making those notes acting as the agent of Thomas R. Green now deceased

o if yes in what business —  
 ans I was in the transaction to which this case refers —  
 Mr Green being under the impression that I could sell  
 land warrants at a higher rate than he could — He gave  
 me a fixed compensation, and the business was to be  
 transacted in my name —

Interrogatory Seventh — State the whole transaction between you and Com-  
 plainant at the time those notes were given.

ans — The day or a few days preceding the date of the bond  
 Mr Patchen applied to me to enter the land mentioned in  
 the Bond, and to have the consideration money for the  
 land extended, he not having means to pay down.  
 Complainant had a preemption on the land and therefore  
 it could not be entered or located otherwise than in his  
 name, we therefore agreed that I should furnish him a  
 land warrant with which he should repair to Dixon & locate  
 it on the premises, on his return he was to convey the land  
 to me & I was to give him a Bond to recover on his  
 making certain payments to me, all of which is set  
 forth in the Bond — I accordingly delivered the warrant  
 he located it, conveyed the land to me, & I gave the bond

Interrogatory Eighth — Did those notes correspond with the bond?

ans — They did as far as my recollection serves —

Interrogatory Ninth — Where are those notes? —

ans — I think they are probably among some old papers in  
 my office —

Interrogatory Tenth — Where is the deed from Mr Patchen to you

ans — I delivered it to John B. Green —

Int Eleventh - Were you yesterday served with a Subpoena "duces tecum" in this cause requiring you to produce those notes

ans - I was, but it has been impossible for want of time for me to find them -

Int twelfth For what reason did you deliver said deed to John S. Green

ans To keep as part of the Chain of title, I quit claimed the title to him & that was a part of the chain of title -

Int Thirteenth - Did you quit claim the land to him alone or with others

ans - The probabilities are, that I conveyed to the heirs of Thos R. Green, then deceased -

Int Fourteenth - Did you have a settlement at that time with John S. Green or so, in what capacity did he act -

ans - I had a settlement with him, as Administrator of Estate of Thos R. Green, but cannot state whether it was at the time, or subsequent to making the deed: -

Int Fifteenth - What was that settlement about -

ans - It was pertaining to the whole business, I had had with Thomas R. Green, & also Briggs & Green -

Int Sixteenth - Do you recollect whether Mr Patchen ever offered to pay those Notes -

ans He never did, to my recollection

Int Seventeenth - Did he make application to you for delaying the payment of those notes

ans - I don't know that he ever did, There might have been some conversation about it, but I don't recollect it: -

Int Eighteenth - Did he say anything about paying extra interest -

ans - I don't think he ever did, though he may have done so

103 I had money of his in my hands & importuned him to

permit it to be applied on the notes, but he declined permitting it to be done -

## Cross Examination

Int 1 -

Did you have more than one conversation with complainant about the application of money in your hands, or the payment of the notes, if you state how many whether before or since the notes became due, before or since the conveyance to Green heirs - state particularly what you said to him -

ans -

I did have several - I cannot state the precise number probably as many as half a dozen - all after the notes became due, one of them at least - it was before the conveyance to Green heirs - Mr Green was very importunate that I should convey all the lands - I wished to close up all the outstanding contracts before I did so and ~~avoided~~ I quire Patchen of Mr Green's wishes, & importuned him to close it up, before I conveyed the land - did so several times - I got the matter delayed for that purpose for some time, ~~did~~ -

Int 3 -

Did you offer to make deed to Mr Patchen if he would pay up

ans

I did I wanted to close it up -

Int 4

How long was this before conveying to the Greens

ans

some months I should judge, I kept the conveying off for 3 or 4 months on Mr Patchen's account -

Int 5.

Do you know whether Mr Patchen abandoned the premises & if so when & state what circumstances you know

Objected to

Ans All that I know is that he declined to pay, declined to permit me to apply the seventy dollars of his that I had in my hands on the notes, and from the fact that there were quantities of government lands to be obtained cheaper in that neighborhood

Int 6 - State if you warned him of the consequences of his not paying up

Objected to -

ans - I told him that unless he paid up I should convey it to Mr Green -

Int 7 - What reply did he make

ans - I cannot state what he did reply - not much of any response

Int 8. Did he intimate any desire to retain the land

Objected to -

Ans He did not, he made no effort to pay for it -

Int 9 - Do you know when Slater left the neighborhood of that farm -

Ans - Slater was tried here for murder - He must have left in 1830 or 1837 - or thereabouts. He was arrested for murder & was here in custody pending the suit of Patchers against Slater. Slater was acquitted & soon after left the country which must have been in 1849, 50, or 51.

Int 10 - What do you mean <sup>when</sup> you say that you sold land warrants for Green? Was not this the way? That you were authorized by Green to deed, that when persons wished lands entered the lands were entered either in your or Green's name and contracts afterwards given to parties wishing to

106 purchase the lands  
(Objected to)

Ans - That was the idea of the thing -

Int 11 - Was it the understanding that you sold Patchen the land warrant with which he entered the land + this conveyance + bond were for the security - or were the lands entered in the way they were - to get the advantage of a pre-emption with the understanding that you should sell the lands to Patchen for the sum + on the time mentioned in the Contract

Objected to -

Ans - They were so entered on account of the pre-emption had it not been for that they would have been entered in my name

Int 12 - Has any thing ever been paid by Patchen to you on ac<sup>t</sup> of the land at any time -

Ans No -

Re - Direct -

Int 1 - From what source did you derive the money, you mentioned as being in your hands -

Ans - One Frederick R. Slater committed an assault upon Complainant - Complainant employed me to prosecute the same, pending the suit, the parties either settled, or agreed that a judgment might be entered for one hundred dollars - Slater by instructions from Mr Patchen paid me Seventy dollars in money + turned out a note against one George Edgington for thirty dollars

which I was instructed by Mr. Patchen to take in satisfaction of the cause of action, or the Judgment. I do not now recollect which -

Int 2. Were you authorized by Thos. R. Green to sell Land Warrants for cash -

ans I was -

H. A. Mix -

Exhibit "A"

In the Ogle County Circuit Court

Alfred Patchen

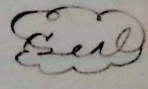
agt

William M. Meaffield

and John S. Green

In Chancery

I, Alfred Patchen the above named Complainant, in consideration of one dollar to me in hand paid, and for other causes and considerations me hereunto moving, have released and discharged, and hereby do release and discharge Henry A. Mix of Oregon in the County of Ogle, from all liability to me, by reason of a certain Bond made by him to me dated the ninth day of April in the year of our Lord one thousand eight hundred and fifty, and mentioned in the Bill of complaint in the above entitled cause. In witness whereof, I have hereunto set my hand and seal, this twenty first day of March in the year of our Lord one thousand eight hundred and sixty one -

Alfred Patchen 

State of Illinois }  
Town of Lynnville Jun. 27<sup>th</sup> 1854  
Ogle County }

Received of Alfred Patchen three dollars and forty seven cents, being the full amount of his Tax due said Town, County, and State for the year 1853, on his Real Estate and personal property described as follows

S E. qr. Sec 17 - Town 41. Range 2 -  
Lots in the Town of Lynnville 11. 12. 13. Block 4,  
1. 2. 12. Block 5. Lots 10. 11. 12. Block 2. Lots 3. 4.  
Block 3. Lots 5. 6. Block 17. Total Tax 3.46

Wm J. Jenks. collector of the town of  
Lynnville -

State of Illinois }  
Town of Lynnville Feb 6. 1852 -  
Ogle County }

Received of Alfred Patchen 2.00  
dollars and 54 cents being the amount of his Tax, due said Town, County and State for the year 1851, on his Real Estate described and valued as follows

S E 1/4	{	sec	{	Town	R	no acres	{	Eva acs	Tree bal	{	Co tax	State tax	Soll tax	L tax

H. W. Moore  
Town Collector

### Collectors Receipt

State of Illinois }  
Ogle County ss. }  
Town of Lynnville

Received, Jan 9, 1855, of Alfred Patchen 4 dollars and 34 cents, being the amount of his State county, Town, Road - Taxes, due said County & State on

his Real and personal property for the year 1854 -

Part of Sec	Sec	Town	Ran	Acres	Town Lots	Blk	State	City	Town	Road	School	Back tax	Town Tax
SE 4	17	41	2	160	10	2	119	96	96	98	-	-	3.57
					"	2							
					12	2	6	6	6	6			24
					3	3							8
					4	3	2	2	2	2			10
					11	4	3	2	2	3			8
					12	4	2	2	2				8
					13	4	2	2	2	2			8
					1	5	2	2	2	2			8
					2	5	2	2	2	2			8
					576	17	2	2	2	2			4
					12	5	2	2	1	1			4

Lewis Stocking Collector 4.34

State of Illinois

Ogle Co 3 Town of Lynnville Jan 21<sup>st</sup> 1853 -

Received of Alfred Patchen Three dollars 9 cts being the amount of his tax due said town, Co and State for the year 1852, on his real Estate described and valued as follows -

Sec	Town	R	A	Acres	Blk	total val	State	Co	T	T
SE 4	17	41	2	160	137/100	220	139	88	30	2.57
Town Lots				Lots	Blk					
				Lot 10	2	4	3	2	2	
				11	2	4	3	2		
				12	2	4	3	2		
				3	3					
				4	3	2	1	1		
				11	5	2	1	1		
				12	4	3	2	1		
				13	4	3	2	1		
				1	5	4	3	2		
				2	5	4	3	2		
				12	5	4	3	2		
				5	17	3	10	1		
				6	17	3	10	1		

Lewis Stocking Collector 3.04

I James C. Luckey of the County of Ogle & State of Illinois a Commissioner appointed specially to take the deposition of witnesses on behalf of the Complainant

in a certain case now pending on the Chancery side of the Ogle County Circuit Court wherein Alfred Catcher is Complainant & William M. Measfield & John S. Green are defendants. do certify that Henry A. Mix was produced before me as a witness, in said behalf. That the Complainant by Francis Burnap his Solicitor and the defendants by H. B. Hurd their Solicitor were present. That said witness H. A. Mix was by me duly sworn to testify the truth in relation to the matters in controversy between the said parties, that the several interrogatories & the answers of said Mix were reduced to writing by me & then read over to said witness, and that thereupon the same were signed & sworn to by said witness, the oath being administered by me. That it was further agreed between the parties that the Exhibits & papers hereto annexed should be read in evidence in the part of said Complainant on the trial of this cause without objection, and that said testimony of said witness was taken this 21<sup>st</sup> day of March 1861—

James C. Luckey  
Commissioner

And afterwards to wit:— on said 22<sup>d</sup> day of March A.D. 1861, the following Depositions were filed in said cause on the part of the said Defendants, to wit in the words and figures following to wit:—

- Int 1 - What is your name, age, residence & occupation  
 ans - David E. Edrington - 40 yrs of age - Lynnville Ogle Co. Ill. Farmer -
- Int 2 - Do you know the parties to this Suit; if yea where & how long have you known them respectively; -  
 ans - I am acquainted with Mr. Patchen. I think I have known him 10 or 12 years at Lynnville. I am acquainted with Mr. Maffield. I have known him about 4 years at Lynnville.
- Int 3 - Do you know the premises in question  
 ans - I suppose I do -
- Int 4 - Do you know of the removal of a house from said premises, before Maffield came there, if yea, whose house was it, who moved it & why was it moved, if you know -  
 - Objected to -  
 ans - I do, it was Mr Patchen's - I am not certain whether it was moved by Mr Patchen or Mr Hoadley - Mr Patchen was there & helped move it - I was there & good many others - Mr Patchen sold the house to Squire Hoadley -
- Int 5 - State the time when that happened -  
 ans - I can't do it. It was before Mr Maffield moved there some years - don't know how many -
- Int 6 - Did you at or about that time, hear Mr Patchen say why he sold the house or anything about the land - if yea state all he said -  
 - Objected to -  
 ans - There was a conversation between Mr Patchen & me about it - I can't give the whole of it, nor the exact words - My impression, that I got was - that he sold the house

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and moved it away because he could not pay for the premises + expected to lose the land -

(Answer objected to as being impression of substance + not what was said) —

Qnt 7 - Did you get this impression at the time, and from the conversation spoken of - (objected to) —

Ans - At that time + other times before that -

Qnt 8 - Did you see any other improvements on the premises at or before that time, if yea do you know what became of them + if they were removed, when were they so removed -

Ans I believe there was a little fencing - I do not know what became of it -

Qnt 9 - Did Mr Patchen about the time the house was removed give you any other reason than you have stated, why the house was removed - Objected to —

Ans - Not that I remember of.

"Qnt 9" what is the present value of that land + what it was worth in January 1835 -

Ans - Just as it is with the improvements it is worth about \$22, per acre - In Jan'y 1835. I think, as near as I can recollect, it was worth about \$7, per acre -

Qnt 10 - Did you ever previous to Maffield's purchasing said land hear Patchen say whether or not he ever expected to redeem it —

Ans I did hear Patchen say he expected to redeem it, that was several years after the house was removed - + before Mr Maffield came there - Do not know when Maffield bought it -

# Cross Examination

Int 1 -

Do you know of Patchens offering to sell the land before Mr. Maffield bought it

Ans -

I cant answer that question - it was before Maffield moved there dont know whether it was before or after he bought it. Squire Patchens offer was to sell to one

Int 2.

Do you live in that neighborhood & if so how far from said land -

Ans -

I do. about 3 miles - I have lived there about 21 years -

Int 3 -

Was Mr Slater in the neighborhood at the time the house was moved -

Ans -

I cannot answer that question - I have forgotten whether he was there or not -

Int 4 -

Can you state at what time the conversation about Patchens not being able to pay up. took place -

Ans -

I cannot - It was after all the payments were due. That was about what I understood from Squire Patchens - I told him I had bought some the same way & should have to give it up - he said - I think I shall have to lose mine - I have not met my payments - That is as near as I can remember the words - it is the substance at least -

Int 5 -

What was that land worth in 1830 -

Ans

Cant say - my memory is poor. land not worth much in 1830 -

Int 6 -

State whether complainant offered to sell you that land more than once

Ans only once

Int 7 - How long was it before Masfield came that Mr Patchen made you that offer to buy the land -

Ans - I cant tell - it was about 2 years after the survey was made through this county for the Rail Road running from Chicago through St Charles -

Int 8 - Was any person present, other than yourself, when the Com-plainant expressed his apprehension that he should lose the land -

Ans - No - he and I were alone near the said premises  
D. E. Edrington

Int 1 - What is your name, age, occupation & where do you reside

Ans Daniel Francis - 45 years - Farmer - Lynville, Ogle Co. Ill.

Int 2 - Do you know the parties to this Suit, if yea where & how long have you known them

Ans - I do I have known Mr Patchen about 7 years - Mr Masfield about 4 years -

Int 3 - Do you know when the St. Charles Air Line Rail Road was surveyed through this county -

Ans - In 1856. or 1857 -

Int 4 - Were you Collector of Lynville in 1857 -

Ans I was -

Int 5. Did you apply to Mr. Patchen for the taxes of 1855. or 1856 against that land, if either which, did Mr Patchen

say anything who should pay them, if yea. what  
 ans - I collected the taxes in that town in 1856, 57, & 58,  
 I applied to Patchen for the taxes of 1857 - it might have  
 been in 1858. I applied for them - He said Mr Masfield  
 should pay them

Q - Did Mr Masfield pay them  
 ans He did

Daniel Francis -

### Collectors Receipt

State of Illinois }

Ogle County ss } Received, Feb 13 A.D. 1861, of William M.  
 Masfield 17- dollars and 69 cents, being

the amount of his State, County, Town, Road, School, and  
 district school taxes, due said County and State on  
 his real and personal property, for the year 1860 -

Part of sections	sec	in	Ran	Acres	Down to	Blk	State	Cnty	Town	Road	School	D.S.	Total Tax
S E 4	17	41	2	160	-	-	3.48	2.08	1.04		10.40		17.00
Rt. St, Rt. Lot 3	16	41	2	5	-	-	13.	.08	.4	4	44		.69
													17.69

Personal property tax - Jesse Cook Town Collector

### Collectors Receipt

State of Illinois }

Ogle County ss } Received Feb 6<sup>th</sup> A.D. 1860. of  
 William M. Masfield Twenty three

dollars and Seventeen cents, being the amount of his State  
 County, town, Road, and School, and district School

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Taxes due said County and State on his Real and personal property, for the year 1839 —

Part of Section	Sec	T <sup>n</sup>	Ran	Acres	Town	Toto	Alk	State	City	Town	Road	School Bridge	D. S. %	Total Tax
SE 4	17	41	2	160	—	—	348	208	156			229	364	13.05
SW 1/4 Lots	16	41	2	5			13	08	06			09	14	.30
							257	153	115			169	2.68	9.62
							6.18							23.17

Personal Property Tax 9.62 —

Lewis Stocking, Town collector —

### Collector's Receipt

State of Illinois

Ogle County ss. } Received February the 29. A. D. 1839. of  
W. M. Maffield on SE 4 Section 17. —

Nineteen dollars and Sixty nine cents, being the amount of his State, County, town, road, and school, and district school taxes due said County and State on the Real and personal property for the year 1838 —

Part of Section	Sec	T <sup>n</sup>	Ran	Acres	Town	Toto	Alk	State	City	Town	Road	School	D. S. %	Total Tax
SE 4	17	41	2	160	—	—	429	192	69	92	192	—	—	9.69

Personal property tax

Daniel Francis, Town collector

### Collector's Receipt

State of Illinois

Ogle County, ss. } Received Jan the 31. A. D. 1838. of W<sup>m</sup>  
M. Maffield, Twenty two dollars and  
fifty one cents, being the amount of his State, County

Town, Road, School and district school taxes, due said County and State on his Real and personal property, for the year 1857.

Part of Section	Sec.	Tn.	Ran.	acres	Town	State	County	Town	Road	School	D. S. Y.	Total Tax
SE 1/4	17	41	2	160	-	-	4.29	192	282	1250		2183
Part of part lot 3	16	41	2	5			13	06	09	40		68

Personal property Tax ————— 22.57

Daniel Francis, Town Collector

### Collectors Receipt

State of Illinois }  
 Ogle County ss } Received, Jan the 2, A.D. 1857, of  
 Moaffield Eighteen dollars and —  
 cents, being the amount of his State County Town,  
 Road, School and back Taxes, due said County and  
 State on his Real and Personal property, for the year 1856.

Part of Section	Sec.	Tn.	Ran.	acres	Town	State	County	Town	Road	School	D. S. Y.	Total Tax
SE 1/4	17	41	2	160	-	-	5.36	160	199	160	8.00	1800

Personal Property Tax

Daniel Francis, Collector

### Collectors Receipt

State of Illinois }  
 Ogle County ss } Received Jan 14<sup>th</sup> A.D. 1856, of  
 W. McMoaffield Eight dollars and  
 Eighty cents, being the amount of his State County, town  
 Road, School, and back taxes, due said County and  
 State on his real and personal property for the year  
 1855 —

Part of Sec.	Sec.	Tn.	Ran.	Acres	T. Tot.	Blk.	State	Cnty	Town	Road	School	Bl. Tax	Stat. Tax
SE 4	17	41	2	160	-	-	536	160	136	48			8.80

Personal Property Tax

L. P. Piper Town Collector

J. James C. Luckey of the County of Ogle State of Illinois, a Commissioner appointed specially to take the deposition of Witnesses on behalf of the Defendants in a certain cause now pending on the Chancery side of the Ogle County Circuit Court, wherein Alfred Patchen is Complainant & William M. Moffield & John S. Green are defendants, do certify that David E. Edington & Daniel Francis were produced before me as witnesses in said behalf. That the Complainant by Francis Burnap his Solicitor and the defendants by H. B. Ward their Solicitor were present. That said witnesses were by me first duly sworn to testify the truth in relation to the matters in controversy between said parties, that the several interrogatories & the answers of said Witnesses thereto were reduced to writing by me, & then read over to said witnesses & that the same were then signed & sworn to by said Witnesses respectively, the oaths being administered by me - That it was further agreed the parties that the Exhibits & papers hereto annexed should be read in evidence on the part of said defendants on the trial of this cause without objection and that said testimony of said Witnesses was taken this March 22, 1861 -

James C. Luckey  
Commissioner

Exhibit B. - ("Filed March 22<sup>d</sup> 1861. J. G. Petrie clerk")  
Register's Office, Springfield, Illinois  
August 28<sup>th</sup> 1858

I, William E. Keefer, Register of the Land Office of the United States, at Springfield Illinois do hereby certify that Alfred Patchen, filed with the Register of the Land office of the United States at Dixon in the State of Illinois, his declaratory statement in writing under the preemption act of the fourth day of September A. D. 1841, describing therein the South East quarter of Section Seventeen in Township forty one, North of Range two East of the third principal Meridian in the district of lands then subject to sale at Dixon aforesaid declaring his intention to claim the said tract of land under the provisions of the said act, and therein dated his settlement on the said land on the fourteenth day of April A. D. 1849 -

And I further certify, that on the nineteenth day of September A. D. 1849, Rice Fay, at the said office in Dixon located Military Bounty Land Warrant No 21,205, upon the West half of the said quarter section, and that his said location thereof was cancelled by the Commissioner's letter of the first day of June A. D. 1850 -

And I further certify, that on the seventh day of January A. D. 1850, John V. Eustace at the said office in Dixon, located Military Bounty Land Warrant, No 4204 upon the South East quarter of the said quarter section; and that his said location thereof was can-

called by the Commissioner's letter of the first day of June A. D. 1850.

And I further certify, that the said letter of the said Commissioner, cancelling the said locations of the said Rice Fay and John V. Eustace respectively, was as follows — that is to say —

"General Land Office

"June 1, 1850 —

"Gentlemen

"The Testimony accompanying the location  
"of Military Warrant No 64213 by Alfred Patchen, on  
"the S & E 1/4 of Sect 17, T 41, N. R. 2, E. by virtue of his  
"preemptive claim under act of 4<sup>th</sup> Sept 1841, having been  
"examined, your decision in favor of his claim has been approved

"The conflicting "conditional" locations made by military  
"warrants No 4204 and No 21,205, are of course super-  
"ceded by Patchen's location, under a right prior in date,  
"and you will accordingly so note on your Books &c,  
"and permit those two warrants to be located upon other  
"land in accordance with law

"Respectfully — "Your obt Servt"

"In Register & Receiver

"J. Butterfield"

"Dixon Illinois

"Commr—

And I further certify, that on the ninth day of April A. D. 1850, the said Alfred Patchen located the said South East quarter of Section Seventeen in Township forty one, North of Range two East of the third principal meridian, with Military Bounty land

Warrant No 64,213, under the act of Congress of 11  
February 1847-

And I further certify, that all and singular the  
foregoing facts appear of record in my office  
Given under my hand the day and year  
first above written

William E. Keefer  
Register of U. S. Land office  
at Springfield, Illinois

And afterwards to wit: on said 22<sup>d</sup> of March 1861  
a certified copy of Registers Certificate, was filed in  
said cause - in the words of figures following to wit: -

United States } Register Office, Dixon Ill. April 9<sup>th</sup> 1850  
To } Military Land Warrant No 64213, in the  
Alfred Patcher } name of James Mc Cord has this day  
been located by Alfred Patcher, upon the  
South East quarter of Section 17, in Township 41, of Range  
2, East. Contents of tract located 160 acres -

Per act 4<sup>th</sup> Sept 1841 -

Note, the dates of Assignments in all cases must be given  
at the time they are acknowledged and no Assignment of  
this Certificate will be regarded -

Silas Noble Register

Filed April 10<sup>th</sup> A. D. 1850, at 9 o'clock A. M. - 5063

121. Recorded Apr 17<sup>th</sup> 1850

State of Illinois }  
 County of Ogle ss. } J. Mortimer W. Smith, Clerk of the  
 Circuit Court and Ex Officio Recorder  
 in and for said County, in the State aforesaid, do hereby  
 certify that the above and foregoing is a full, true and  
 perfect copy of an instrument of Record in my office  
 and that the same was Filed for record on the 10<sup>th</sup>  
 day of April A.D. 1850, and recorded in Book "G."  
 of Deeds page 196.

In Testimony Whereof, I have hereunto set  
 my hand and affixed the Seal of said Court at Oregon  
 this first day of May A.D. 1857-

Mortimer W. Smith Clerk &  
 Ex officio Recorder

And afterwards to wit: on said 22<sup>d</sup> day of March 1861 -  
 Stipulation in the words and figures following, was  
 filed in said Causes to wit -

In the Ogle County Circuit Court  
 Alfred Patchen }  
 agt } In Chancery  
 William M. Meaffield }  
 and John S. Green } At the hearing of this cause  
 the Complainant gives in evidence  
 the Assessment Books of the Town of Lynnville for the years  
 1852, 1854, and 1856, showing that the quarter section  
 of land in question in this cause, was for each of

those years asped to the complainant - And it is agreed by the parties that this statement shall constitute part of the Record in the said Cause instead of those Books - Objections to the competency of those Books however are reserved -

H. B. Sturd, Sol. for Defts  
Francis Burnap - Sol. for Compt

And afterwards, to wit: - on Tuesday, March 26 - 1861, the same being one of the days of the March Term 1861 of said Court: the following decree was entered of Record in said Cause to wit: -

Alfred Patchen  
                  agr  
William M. Moffield  
and John S. Green } In Chancery

This cause having, on the twenty second day of March 1861, been submitted to the Court, upon the Bill of Complaint answers and proofs, and upon the arguments of the Counsel of the respective parties complainant and Defendants, there upon, and the same having been taken under advisement by the Court, and mature deliberation having been there upon had. It appears to the Court, that the complainant on the fourteenth day of April 1849 - entered by preemption at the land office in Dixon, under the preemption Act of the Congress of the United States of 4. September 1841. S. E. 4. S. 17. T. 41. N. R. 2. E. 3 R. N. 160. a (the South

- East quarter of Section Seventeen, in Township forty one North, of Range Two East, of the third principal Meridian containing One hundred and sixty acres) lying in the said County of Ogle, that on the ninth day of April 1850, the Complainant purchased of Henry A. Mix at Oregon, in the County of Ogle a Military Bounty Land Warrant, for one hundred and sixty acres of land - for the purpose of making payment therewith for the said quarter section of land, under his said pre-emption entry - that for the said Land Warrant, the said Complainant was to pay the sum of Two hundred and twenty dollars with interest that to secure the payment thereof, the said Complainant, on the said 9 April 1850, made two promissory notes to the said Henry A. Mix, one of the said notes being for the sum of One hundred and ten dollars, payable in one year from the said 9, April 1850, with interest and the other for the like sum of one hundred and ten dollars, payable in two years from the same day, with interest, that on the same day, the said Complainant located the said Land Warrant upon the said quarter section of land, in payment therefor under his said pre-emption, that on the same day to secure the payment of the said Notes the said Complainant executed to the said Henry A. Mix a deed of bargain, sale, and release of the said quarter section of land and received from the said Henry A. Mix a Bond for the reconveyance of the said quarter section of land to the said Complainant upon the payment of the said sum of Two hundred

and twenty dollars, and interest according to the said Notes; and that the said Deed and Bond were both of them entered for record in the office of the Recorder of the County of Ogle, on the tenth day of April 1850, the next day after the date thereof, and were duly recorded in the said office - And it further appears to the Court, that in disposing of the said Land Warrant, and taking the said Securities for the payment of the price thereof, the said Henry A. Mix acted as the agent of one Thomas R. Green since deceased, who was the owner of the said Land Warrant, and that subsequently to the decease of the said Thomas R. Green the said Henry A. Mix, at the request of the Administrator of the said Thomas R. Green, and on or about 21. June 1852, released, conveyed and quit-claimed to the heirs of the said Thomas R. Green all his right, title and interest in and to the said quarter section of land, for the purpose of being discharged from his agency respecting the same.

And it appears to the Court that the said transactions between the said Complainant, and the said Henry A. Mix, and the aforesaid deed of conveyance of the said quarter section of land by the said Complainant to the said Henry A. Mix, and the said bond for the reconveyance thereof, by the said Henry A. Mix to the said complainant, amounted to a mortgage only of the said land to secure the payment of the said Notes, and that the recording of the said deed of the Complainant to the said Mix, and of the said

Bond. was constructive notice to all persons disposed to purchase the said land that the same constituted only a mortgage transaction and that the heirs of the said Thomas R. Greene took only a mortgage interest in the said quarter section of land, by the said deed to them of the said Henry A. Mix. And it further appears to the Court, that after several deeds of conveyance among the heirs of the said Thomas R. Greene, of undivided parts of the said quarter section of land - the defendant William McKeay = field, on or about the fifth day of January, in the year of our Lord one thousand eight hundred and fifty five, obtained a deed of bargain and sale of the said quarter section of land, from a person in whom was concentrated all the titles of the heirs of the said Thomas R. Greene in and to the said quarter section of land; that early in the spring of the said year one thousand eight hundred and fifty five, the said William McKeay = field entered into the possession and occupation of the said quarter section of land, and has possessed and occupied the same ever since, and taken the issues and profits thereof, and during that time has made some permanent improvements upon the same. It is therefore ordered, adjudged and decreed that the said defendant William McKeay = field be held to have been the purchaser of a mortgage interest in the said quarter section of land, subject to the right of the said Complainant to redeem the same by the payment of the

said promissory notes made by the said Complainant to the said Henry A. Mix as aforesaid, and with notice of the said right of redemption; and that he be held to be subject, as to the said land, to all the liabilities of a Mortgagee in possession of the mortgaged premises - And it is further ordered, that it be referred to the Master in Chancery of the County of Ogle, to take an account of the rents and value of the use and occupation of the said quarter section of land for each and every year since the said William M. Masfield took possession of the said land as aforesaid, and of the amount of taxes paid by the said Masfield upon the said land, and of the permanent improvements, made by the said Masfield upon the same land, specifying the kind of improvements so made, and the time of the making thereof, and the present value of such improvements; and to compute the interest upon the sums of money mentioned in the said promissory notes referred to in the said Bond of Henry A. Mix, and that in making such computation, he compute the interest thereon up to the yearly times respectively, to which he shall make account of the rents and value of the use and occupation of the said tract of land; and that he make his report in the premises to this Court - And it is further ordered, that all other questions and matters in this cause be reserved for the further order, direction and decree of this Court -

John V. Custace  
Judge 29<sup>th</sup> J. C.

And afterwards to wit: on the 27<sup>th</sup> day of March 1861, the said Complainant filed the Report of the Master in Chancery, <sup>in said cause</sup> ~~herein~~, which Report is in the words and figures following to wit: —

State of Illinois } In the Ogle Circuit Court of the  
Ogle County S.S. } March Term A.D. 1861 —

Alfred Patchen }  
vs }  
William M. Meaffield }  
& John S. Green }

In Chancery

William M. Meaffield }  
& John S. Green }

To the Hon. John V. Eustace, Judge  
of the Twenty second Judicial Circuit of said State in  
Chancery Setting —

I the undersigned Master in Chancery of said Court to whom the above entitled cause was referred to take an account of the rents & value of the use & occupation of the quarter section of land in controversy in said cause for each & every year since the said William M. Meaffield took possession of the said land & of the amount of taxes paid by the said Meaffield upon the same & of the value of the permanent improvements made by the said Meaffield upon the said land specifying the kind of improvements so made and the time of the making thereof, and the present value of such improvements so made and the time of the making thereof to compute the interest upon the sum of money mentioned in the

said promissory notes referred to in the Bond of Henry A. Mix, respectfully report to your Honor that I was on the 26<sup>th</sup> day of March A.D. 1861, attended by Francis Burnap Solicitor for the complainant, who produced before me, James S. Patchen, Francis Burnap, William Hubbard, Edward T. Piper & Alvin W. Arnold - witnesses upon the part of Complainant, who being duly sworn by me as witness in said cause, testified & deposed severally as I have hereinafter reduced to writing - The Examinations of the said Hubbard & the said Piper <sup>being</sup> continued on the 27<sup>th</sup> of said March -

James S. Patchen produced and sworn deposed and said that in the forenoon of this day he notified the defendant Massfield that the complainants would proceed to take evidence in said cause at Oregon in said County before the Master in Chancery of the Ogle Circuit Court this afternoon, upon a reference to said master. He said he would attend

James S. Patchen

Francis Burnap being duly sworn by me as a witness in said cause deposed & said that on Saturday morning last he stated to Mr Hurd the Counsel for defendants on hearing in this cause that if the Decree were in our favor we should proceed immediately with the reference before the Master to take proof of the rents & improvements to this he answered we shall let you take your own course &

Francis Burnap

William Hubbard being produced & sworn testified as follows -

I am acquainted with the land in controversy in this case. I have known it eight years last October I can state how much of the same has been broken by Mr Masfield since he took possession. He has broken about one hundred & twenty acres of it in all. He broke about eighty acres in the year 1855, I think he cropped this 80 first in 1856. He has cropped it every year since. In 1859 he broke about twenty five or thirty acres. About ten acres of that he has never cropped. The quarter section has been enclosed, was enclosed the Spring of 1856. He has made use of a part of that not broken up for pasturage & to cut hay there is a small stream of water running through it & the part on the North side of that he pastured last season. I think he had not made much use of it before - There is about fifty or fifty five acres North of the creek. The unbroken part South of the creek he has cut hay upon. He cut hay there before the last breaking but I think not the whole piece - The land that has been broken is very good land. The land where he cuts hay, is lowish land the soil is black muck, it is very good for hay - the land last broken was not good for hay - There is about ten acres broken North of the creek - The part North

of the creek which he has fractured is good prairie, a part is too dry for good pasture, but most of it is good pasture. My occupation is farming & I live in the neighborhood of that land - I think four dollars a year per acre would be a reasonable rent for the eighty acres broken in 1855. since 1856 including 1856, to this time - The portion which he has cropped of that broken in 1859, I think worth the same price. I cannot state what is the reason he did not crop the other ten acres broken in 1859. That broken upon the North side of the stream I think worth the same rent since during the time it has been cultivated but I do not know how long it has been cultivated. I think one dollar an acre per year a reasonable low rent for the hay land & the same for the part which has been pastured - I fix the price by the way other people rent land & by what I should be willing to give myself. The fence built around the quarter section in 1856 by Mr Maffield was a three board fence, built with posts on rails - I think its value at present about forty cents per rod. I have noticed its condition lately, it is in about middling repair not the best or the poorest - I was present when Mr Patchen gave Mr Maffield notice this morning. I heard Mr Patchen notify him that the Complainant was going to take depositions before the master in Chancery this afternoon. Mr Maffield nodded his head & said yes - It was about nine o'clock - It was about three or four o'clock when the taking of depositions was commenced - The land broken in 1855, & cropped were since

I would rather have in a state of nature. I would as lief have land in a state of nature, as broken in 1836, & cropped to the present time. The first crops are better than the subsequent ones - I think it would take some three or four years for the value of first over subsequent crops to pay for breaking - I would rather have the land broken in 1837 than to have it in a state of nature by about two dollars per acre - The price of breaking in 1837, was about two dollars per acre -

March 27<sup>th</sup> 8 o'clock A. M. -

I think the cost of the fence in 1836, was about eighty cents a rod - I make my computation from the price of fencing materials & labor at the time the fence was built. I think I know what the price was at that time Mr Masfield has been present a part of the time during the taking of testimony on this reference - He came in first while I was being examined. He came in again last evening. I remember Mr Burnap asking him last evening, whether he had witnesses to produce - It was after we finished I think - He said I think that he would produce some between this & the next term, that he should not do so at the present term

William Hubbard -

March 27<sup>th</sup>

Francis Burnap being recalled by the complainant this day testified as follows -

Mr Masfield came in during the examination of Hubbard, the first witness examined

yesterday & also again a short time afterwards while the depositions were being taken & was reminded that he had the right to cross examine. That he was also present at the close of the examination of witnesses in the evening of that day & was informed that he had an opportunity to cross examine the witnesses if he chose to do so. & declined. I then asked him if he had any witnesses to produce on his part. He answered that he had witnesses which he would produce in vacation before the next term but should not produce any during this term. The Master states to me that he was not acquainted with Maffield & that is the reason why this testimony is taken

Francis Beonaf

Abner W. Arnold produced & Sworn

I am a farmer. I have frequently passed the land in controversy in this cause. I have known it five or six years. The first breaking was done I think four or five years ago. I cannot state the year. I do not know when the subsequent breaking was done. The land that has been broken is very good land. I think from three to five dollars per acre yearly for the land broken would be a reasonable rent for the last four or five years. Some years more some years less. The meadow lying near the spring run is the best grass land I know of in this country. I think I have seen from two & a half to three tons per acre, of hay upon it when it has been cut. & cooped up. I think it was worth

as much per acre as any of the land to rent. I can't say how much there was of this meadow land. The fence is a post & board fence, three boards to a panel, I think it would cost about six shillings per rod to build such a fence now. I should not think it now worth more than about half price. I should knock off twenty five cents from cost at any rate. I don't think it now worth more than fifty cents a rod anyway. For me I would rather have the land that was first broken now unbroken than to have it after it had been cropped four or five years. I think the additional value of the three first crops over subsequent crops would pay for breaking the land. The average price of breaking such land in 1859. I think was about two dollars per acre. I am acquainted with the country around in which this land is situated

A. W. Arnold —

Edward P. Piper produced & sworn testified as follows.

I am a Physician & a farmer. I am acquainted with the quarter section of land in controversy. have known it since 1855. have lived in the neighborhood of it about one & a half miles distant from it. Mr Maffield broke some of the land in 1855. I do not know the exact amount I was only across it once. I think it was about eighty acres. It was the south part of the tract. The first crop raised upon it was I think in the summer of 1856. I think

Mr Maffield has cropped it every year since. It is very good land. Some years since 1855, the rents of the land would be worth more & sometimes less. Land has usually rented in that vicinity upon an average at about four dollars per acre. I have rented some for the last three years at three dollars per acre, but I think the land in that vicinity has generally rented for about four dollars per acre.

Mr Maffield has broken up some of said lands since that I think about forty acres. I cannot say whether he broke it all the next year after he broke the eighty. I think he broke some of it in 1856, but I cannot say how much. I cannot tell when the balance of the breaking was done. I think the forty last broken as good as the eighty first broken & that it would justly bear the same rent.

The part not broken has been some of it pasture. North of the creek I should think about five acres & along the bank of the Creek on each side he has cut hay & a part back he has not used. I should think there might be twenty acres of good hay land. I think the rent of the hay land would be worth two dollars per acre. I make my estimate from the price of hay & the amount of hay the land would produce but have never known hay land rented in that vicinity. I think a dollar an acre a reasonable rent for the pasture land. Mr Maffield enclosed the quarter section. I think it

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was in the spring of 1836. the fence. was of posts & boards three Boards to a pannel - The present value of the fence I think seventy five cents a rod, I estimate the value from the cost of lumber & posts at the present time if new. I would not consider it worth as much as a new fence -

I would rather have the eighty acres first broken in a state of nature than after it has been cropped five years - The first crops raised upon prairie land are better than those succeeding. I think the additional value of first over subsequent crops would pay for the breaking by the third crop. The land with one crop off would be worth more than in a state of nature. I think half the value of the breaking more - The value of breaking per acre in 1857. was about two dollars per acre

I have frequently observed a small patch of the grass land near the road about three acres that was extremely heavy -

March 27. 1857. 8 o'clock P. M. -

I think in 1856 it would have cost about a dollar a rod to build the fence. I estimate from the cost of lumber & posts at that time & the labor -

I was acquainted with the cost of those things at that time - I was about building a fence there & made some enquiry -

E. J. Piper -

I further report that I find from a careful examination of said testimony so taken by me that the said Massfield broke upon said quarter section during the year 1855. Eighty acres & that he broke upon the same during the year 1839 a certain other portion which from a consideration of all the testimony I have found to be twenty five acres & that at some other time or times but at what particular times or times the evidence does not definitely show. he did other breaking upon said land to the amount of fifteen acres making the aggregate amount of breaking done by said Massfield upon said land, one hundred & twenty acres & I find further from said evidence that the value of breaking said land per acre is two dollars, amounting in the aggregate to two hundred & forty dollars with which I have credited said Massfield in the account - hereinafter stated, with the complainant

I further report that I find from said evidence that said Massfield in 1856, built a fence around said quarter section which was then worth seventy five cents per rod & estimating the length at six hundred & forty rods that the value of the same when built was four hundred & eighty dollars - I further find from said testimony that the present value of said fence is but fifty cents per rod or three hundred & twenty dollars in the aggregate, but as in estimating the rents of said land the witnesses evidently estimated its value for rent as if it were fenced, I have thought

it just that the said Maffield should be credited with the full value of the fence when built & have stated it accordingly in the account as hereinafter stated & credited said Maffield therefor with said sum of Four hundred & eighty dollars. I further find from tax receipts attached to the deposition of Francis Hester fore taken & filed in this cause & which appear from the certificate of the Commissioner taking said deposition to be admitted in evidence by agreement of counsel that the defendant Maffield has paid taxes upon said land since he has occupied the same to the amount of Eighty Eight &  $\frac{3}{100}$  dollars as follows to wit:—

Taxes of 1855, paid Jan'y 14, 1856—	\$8.80
" " 1856 " " 2, 1857—	18.00
" " 1857 " " 31, 1858	21.83
Taxes of 1858 paid Feby 29, 1859	9.69
" " 1859 " " 6, 1860	13.05
" " 1860 " " 13, 1861	17.00
	<u>\$88.37</u>

with which amount I have also credited said Maffield in the account hereinafter stated—

I further find that the amount of the said two notes for \$110<sup>00</sup> each dated Apr 9, 1850—interest—on this 27<sup>th</sup> day of March 1861, is three hundred and sixty three &  $\frac{66}{100}$  dollars with which latter amount I have credited in the account hereinafter stated making the total amount with which I have credited said Maffield for taxes paid & improvements made upon said lands for

the amount of said note interest the sum of one thousand  
& eighty three dollars -

I further find from the evidence so taken by  
me as aforesaid that the said Maffield has cropped  
the eighty acres first broken five years to wit. 1856, 1857,  
1858, 1859 & 1860 and that the value of the use of said  
land is four dollars per acre per annum, making in the  
aggregate the sum of sixteen hundred dollars for the  
value of the rent of said eighty acres -

I further find the value of the rent  
of said twenty five acres broken in 1859, to be four dollars per  
acre for the year 1860, making the rent of said twenty five  
acres one hundred dollars, with which said sums of sixteen  
hundred & one hundred dollars I have debited said  
Maffield in the account hereinafter stated. I further  
report that as there is no satisfactory evidence that the  
remaining fifteen acres of said breaking so broken by said  
Maffield was broken in time so that it could have been  
heretofore cropped by him I have not found that anything  
is owing from said Maffield for rent of said fifteen acres  
I further find that of said land five acres has been  
pastured one year by said Maffield & that the value  
of the rent of said land so pastured is five dollars or  
one dollar per acre with which amount I have also  
debited said Maffield in the account hereinafter stated  
I further report that I find from said evidence that  
twenty acres of said land has been mowed for hay by  
said Maffield since said land was enclosed after a

consideration of all the testimony as to the values of the rent of the same (which testimony is somewhat variant.) I find the value of the same at the sum of one +  $\frac{50}{100}$  dollars per acre per annum, amounting in the aggregate for the five years since the same was fenced to one hundred + fifty dollars with which amount I have debited said Massfield in the account hereinafter stated - The account of said rents, taxes &c. I state as follows as found by me from the evidence aforesaid to wit: -

William M. Massfield

To Alfred Patchen Dr -

To rent of 80 acres of plough land 5 years @ 4 per acre -	\$1600.00
" " " 25 " " " " " " " "	100.00
" " " 20 acres for hay, five years @ 1.50	150.00
" " " 5 " pasturage 1 year @ 1-	5.00
Total	\$1855.00

Per

By Breaking 80 acres in 1855. —	\$160.00
" " 40 " " since	80.00
" Amount of taxes paid	88.37
" 640 rods of fence @ 75 <sup>cts</sup>	480.00
" Amt of 2 notes for \$110 <sup>00</sup> each int	363.66
	<u>\$1172.03</u>

Leaving Balance Compt of \$ 682.97

All of which is respectfully submitted

Joseph Sears  
Master in Chancery

And afterwards to wit: - on Wednesday the 27<sup>th</sup> day of March 1861, the same being one of the days of the March Term 1861, of said Court, the following proceedings were had and entered of record to wit: -

Alfred Patchen	} Bill for Relief -	
vs		And now on
William M. Moffield John S. Green		this day comes the said Complainant by Burnap & Dutcher his Solicitors, and file the Report of the Master in Chancery herein, and the Court being now fully advised in the premises it is ordered that the said Master Report be and the same is in all things approved and confirmed, unless cause be shown to the contrary by to morrow -

And afterwards to wit: on Thursday March 28, 1861, as yet of the said March Term 1861, of said Court, the following proceedings were had & entered of Record in said Cause to wit:

Alfred Patchen	} Bill for Relief -	
vs		This day come
William M. Moffield Ed John S. Green		the parties by their counsel, and the Report of the Master in Chancery of the County of Ogle, upon the reference made to him by the original decree in this cause having been made, and it appearing manifestly to the Court from the said Report, that the Rent, use and value of

the use and occupation of the Quarter Section of land in question in this cause, during the time the same has been possessed and occupied by the defendant William M. Moaffield, over and above the amount expended by him in making permanent improvements upon the said land and in the payment of taxes upon the same, equals at least the amount of principal and interest of the promissory notes in the said original decree mentioned. It is therefore ordered, adjudged and decreed by the Court that the said William M. Moaffield forthwith deliver to the complainant, full peaceable and quiet possession of the said quarter section of land and its appurtenances, and that he do not in any-wise oppose, obstruct or impede the said complainant in taking immediate possession thereof. And it is further ordered, adjudged and decreed, that the said William M. Moaffield within thirty days from the time of the making and entry of this decree convey and release to the said complainant, his heirs and assigns, the said quarter section of land and its appurtenances, the same being the South East quarter of Section Seventeen in Township Forty one North of Range Two East of the third principal Meridian, containing one hundred and fifty acres <sup>and</sup> situate in the County of Ogle and that the said conveyance and release be by a suitable deed duly acknowledged, with covenant against all incumbrances thereon brought or suffered by him; and warranty against all persons claiming the same by, through or under him; and that in case the parties disagree about the form of the said deed the Master in Chancery of the

County of Ogle. settle the same. And it is further ordered that this cause be again referred to the said Master, to take further evidence upon the matters referred to him in the said original decree, and that he report anew thereon at the next term of this Court. And it is further ordered, that all questions and matters in this cause not already adjudged, be reserved for the further order, direction and decree of this Court - And on motion of the complainant it is ordered that he have leave to withdraw from the papers in this Cause, the Patent for the said land, upon filing a copy thereof, and by agreement of parties it is considered that this is the final decree in this cause for the purposes of appeal to the Supreme Court & that if any objection shall be made to the same as not being the final decree herein if the said Appeal shall therefore be dismissed, the decree shall become null & void on the dismissal of such appeal -

John V. Eustace, Judge 22<sup>nd</sup> J. Co.

And Afterwards to wit :- on said Thursday March 28. 1861 as yet of said March Term 1861 - of said Court, the following proceedings were had & entered of record to wit :

Alfred Patchen } Bill for Relief -  
vs }  
William M. Maffield } And now again  
& John S. Lincene } on this day, come the said defend-  
ants by Hurd their Solicitor and  
pray an appeal of this cause to the

Supreme Court, which is allowed upon their entering into Bond, conditioned as required by law. —

And afterwards to wit: on the 29<sup>th</sup> of March 1861 — the said Defendants filed their motion in said cause in the words of their following to wit: —

Alfred Patchen	}	Circuit Court of Ogle
vs		
William M. Moorfield	}	And now comes the said
& John S. Green		

decrees in this cause entered upon the 28<sup>th</sup> March A.D. 1861, be set aside and the master report herein filed 27<sup>th</sup> Mich A.D. 1861, be suppressed for the causes set forth in the affidavit filed herewith — And that the decrees heretofore entered herein be set aside & the cause dismissed for want of proper parties to the suit

H. B. Hurd

Sol. for Deft. —

And afterwards to wit: on said 29<sup>th</sup> of March 1861, the following affidavit was filed in said cause to wit: —

Alfred Patchen	}	Circuit Court of Ogle County
vs		
Wm. M. Moorfield	}	State of Illinois
& John S. Green		

William F. Barr, living within half a mile of the premises in question in this suit, and Daniel F. Moore, John B. Roberts & Clark Chaney living adjoining to the same premises, being duly sworn, depose & say they are each of them well acquainted with the said premises and know the yearly value of the same & are also acquainted with the improvements upon the same that the said improvements are of the value, equal to the whole rental value of the said premises for & during the time the same has been in his possession to wit: from the spring of 1855, to the present time that the value of the improvements is about Seven Hundred & twenty five dollars & the value of the use of the same about the same amount -

Sworn and subscribed to before me	}	W. Barr
this 29 <sup>th</sup> day of March A.D. 1861 -		Clark Chaney
F. G. Petrie clerk	}	Daniel F. Moore
		John B. Roberts

And afterwards to wit: - on the said 29<sup>th</sup> of March 1861 the affidavit of Defendant Masfield, was filed in said cause, in the words and figures following to wit: -

Alfred Patchen	}	Circuit Court of Ogle County
vs		Mich Term A.D. 1861
William M. Masfield	}	State of Illinois
& John S. Greene		Ogle County

William M. Masfield

1195- being duly sworn deposes & says that he is one of the

above defendants, that on the morning of the 26<sup>th</sup> of March 1861. he was told by James S. Patchen that a decree had been entered in the above entitled cause & that said deponent was wanted at Oregon - that he did not know for what, but it was to settle up before the Master: and that the same would be done on the afternoon of the same day. that not knowing how he should act in the premises he proceeded to Oregon the County Seat of Ogle County in the State aforesaid, some fourteen miles from his home, on the same day, and found on arriving there that the the complainant was there proceeding to take testimony before said Master, as to the value of the rental of the premises in question

not finding H. B. Hurd the counsel who tried the cause, present this deponent proceeded to Chicago & procured said Hurd to attend to his interest in the matter & returned with said Hurd till we arrived at Dement station where the said Hurd proceeded directly to Oregon & this deponent went directly to Lynnville the place of residence of his witnesses, for the purpose of procuring the attendance of said witnesses before said Master and on the next day Friday at noon arrived at Oregon with the following named witnesses in his behalf viz: John Brown Esq - Daniel F. Moor - W. J. Barr, John C. Roberts & Clark Chaney all farmers living adjoining & within half a mile of said premises & who were well acquainted with the yearly value of said land, and the value of the improvements thereon. And this deponent verily believes he can prove by said witnesses that the said premises have not been

of greater value for the whole time the same have been in the possession of this deponent than the present value of the improvements upon & belonging - the said property & which will go with the said premises. This deponent further saith that at the time he came to Oregon as aforesaid he notified the said complainants Counsel that he desired to introduce testimony in regard to the value of the rental of said premises & he employed counsel to notify the same Master & Compts Counsel of the same facts & that he had gone to Chicago to procure the services of the said Hurd & that he would return with his counsel & witnesses by this day (Friday). And this deponent has been informed & believes that his said counsel did so notify the said Master & Counsel -

Sworn and subscribed to before } William Moxfield  
 me this 29<sup>th</sup> day of March A.D. 1861 }  
 H. G. Petrie clerk }

And afterwards to wit: on said 29<sup>th</sup> of March 1861 - the affidavit of H. B. Hurd, in the words of figures following, was filed in said cause to wit: -

Alfred Patchen } Circuit Court of Ogle County  
 vs } March Term A.D. 1861  
 William M. Moxfield } State of Illinois }  
 John S. Greene } County of Ogle }  
 Harvey B. Hurd  
 being duly sworn deposes & says that he was employed in

this cause by John S. Greene, for the purpose of defending the said Maffield in his title to the land in question in this suit. That immediately after the argument of this cause before the same had been decided, the Solicitor for the complainant said to this deponent that if the Court should decide this cause in his favor he should take a reference of the cause to the Master to take proofs of the value of the rent of the said land & this deponent replied to said Complainant's Solicitor that he could take his own course & that this deponent would not be present. And as this deponent did not consider himself employed to defend the said Maffield in regard to said rents, but only in the title to said land, this deponent wrote to said Maffield informing him of the intention of said Complainant's counsel and warning him that he should attend to his interest in that regard. And this deponent has been informed by said Maffield that he did not receive this deponent's letter, but that he was notified on the morning of the taking of the testimony on said reference that such reference had been made & that testimony would be taken under the same & not knowing the intention or understanding of this deponent & not knowing what course he ought to take in the matter the said Maffield came immediately to this Court when he found the said Complainant taking said testimony ex parte & that said Maffield advised with counsel who told him that as this deponent had had charge of this suit it would not be safe or best for said Maffield to employ other counsel than this deponent & that he had

better proceed to Chicago & procure the attendance of this  
 deponent in his behalf. - And this deponent is further  
 informed & believes that the notice of taking said testimony  
 was served upon said Masfield in the forenoon of the Tuesday  
 of this present week & that he was then notified that said  
 testimony would be taken on the afternoon of the same day  
 & that the said Masfield came to this Court on the same  
 & following day & finding the said Complainant taking tes-  
 =timony as aforesaid he started for Chicago to procure the  
 attendance of this deponent on the same evening. And  
 this deponent says that he found the said Masfield in  
 his office in Chicago when he came to his office on  
 Thursday morning & this deponent came immediately to  
 this County by the most expeditious mode of conveyance  
 & arrived here at about eight o'clock last evening, when  
 he found the said Complainant's testimony closed & reported  
 to this Court and the decree of this Court entered in said  
 cause. And this deponent further swears that he has  
 been informed & believes that the witnesses produced before  
 the Master by said Complainant were no- familiarly acquaint-  
 =ed with said premises or with the yearly value of the  
 same. he lived not nearer thereto than four miles & he has  
 been further informed & believes that the said Masfield has  
 at least five witnesses who live near to said land &  
 are acquainted with its yearly value & that he can  
 prove by said witnesses, that the yearly value thereof  
 is very much less than is testified to by said Complai-  
 =nant's witnesses. And this deponent further says that

he parted with said Maffield last evening when the said Maffield went to Lynnville where said land lays & said witnesses reside to procure the attendance of said witnesses before the Master this day & this deponent believes that said witnesses will arrive & be in readiness to appear & testify before said Master by noon of this day

Subscribed and sworn to H. B. Hurd

before me this 29<sup>th</sup> day of March A.D. 1861

J. S. Petrie Clerk

By B. F. Sheets Depy

And afterwards to wit: on Friday the 29<sup>th</sup> day of said March 1861. as yet one of the days of the said March Term 1861. of said Court. the following proceedings were had and entered of record to wit: -

In Chancery  
Alfred Patchen

vs

William M. Maffield  
& John S. Greene

Mich 29<sup>th</sup> 1861-

And now come the said defendants by their solicitor Harvey B. Hurd & move the Court to set aside & vacate the decrees entered herein. and that this suit be dismissed for want of proper parties hereto. And the Court having considered the said motion: overrules the same. to the overruling of which the said defendants enter their exception. And the said defendants further move the Court to set aside the decrees entered herein on the 28<sup>th</sup> instant. and the order

confirming the Masters Report filed herein on the 27<sup>th</sup>  
instant & for leave to take testimony upon his part as to  
the value of the improvements & rents referred to in said  
Masters Report & the Court having considered said motion  
overrule the same, to the overruling of which the said  
defendants except and the said defendant William M.  
Moaffield prays an appeal to the Supreme Court which  
is granted upon the said defendants filing within thirty  
days hereafter an appeal Bond with sufficient surety  
in the penal sum of Five hundred dollars, said Bond  
to be approved by the Judge of this Court -

John V. Eustace

Judge, etc. -

And afterwards to wit: on the 25<sup>th</sup> day of April  
A. D. 1861 - the said Defendants filed their appeal  
Bond, in the words & figure following to wit: -

Know all Men by these presents that we  
William M. Moaffield and John S. Greene are held  
and firmly bound unto Alfred Patchen of the County  
of Ogle in the State of Illinois in the penal sum of  
Five hundred dollars lawful money of the United States  
for which payment well and truly to be made we  
bind ourselves, our heirs, executors and administrators  
jointly & <sup>separately</sup> ~~firmly~~ by these presents - Sealed with our  
Seals and dated this fifteenth day of April A. D. 1861.  
The Condition of this obligation is such

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that whereas the said Alfred Patchen did on the 28<sup>th</sup> day of March A. D. 1861 in the Circuit Court of Ogle County in said State in a suit wherein the said Alfred Patchen was complainant & the said William M. Maxfield & John S. Greene are defendants, recover a decree & judgment in said suit from which said decree & judgment the said William M. Maxfield has prayed an appeal to the Supreme Court of the State of Illinois, Now if the - William M. Maxfield shall prosecute his appeal with effect and will perform said decree & pay said judgment & all costs, interest and damages in case the said decree & judgment shall be affirmed then this obligation shall be null & void, otherwise to remain in full force & effect -

Approved by me this 24<sup>th</sup>  
day of April A. D. 1861

John V. Eustace  
Judge 22<sup>nd</sup> J. C.

William M. Maxfield *Wm*  
John S. Greene *John*



from Patchen to the estate of Thomas R Greene against  
the amount due from Maxfield to Patchen for rent

Fifth = That the decree affects the interests of  
Elizabeth Greene who was not made party to the  
suit

Sixth the court erred in overruling the  
motion of the defendants to set aside the decree  
& dismiss the suit.

Seventh that there are other manifest  
errors in the said record proceedings & decrees  
which the said appellant is ready to verify  
wherefore he prays judgment that the said  
decree be reversed & the bill dismissed

Harvey B Hurd  
Attorney for Appellant

Alfred Patchen }  
vs }  
ad }  
William M. Maxfield }  
Impleaded vs. }

Supreme Court of Illinois  
Third Grand Division  
April Term AD, 1862

And now comes the said Alfred Patchen by Gallup & Hitchcock  
his solicitors, and says that the said decree ought not to be reversed  
because he says that said record contains no error, but is  
in all things according to equity and good conscience.

Gallup & Hitchcock  
Sols for Appellee.

187.

William M. Maxfield

vs

Alfred Patchen

Record

Filed April 22 1862

L. Leland  
Clerk