No. 12813

Supreme Court of Illinois

Hartwell.

---

vs.

Ball.

71641

81

Gotthold Kimmell

Marie Bull

81

1859

36
81

To

Fidèle allay 19. 1818
L. Island Ch.

State of Illinois
Supreme Court 3 Division

John M Bennett } Error to Law
vs } Cook Circuit Court
Mina Bass } In Chancery

It is Stipulated in this Cause that the appearance of the parties Plaintiff and defendant in Error in this Court and that a writ of Error be waived, and that this cause be brought on to be heard before this Court at this April Term 1858 in the same manner as if a writ of Error had issued returnable on the first day of said April Term + that the annexed Record is a true transcript from the Records of the Court below upon which this Cause is to be heard in this Court; which Record is to be filed in this Court with this Stipulation annexed and also an assignment of Errors on the 16th day of May next and that the parties proceed to the argument as soon thereafter as Counsel can be heard. Points Abstracts to be furnished by Plaintiff in Error the Rules of Court

April 19th 1858.

Charles H Reed for Plff in Error
Frazer & Church Solicitors for Defts

12813-D

State of Illinois
Lake County Circuit Court
In Chancery

To the Honorable George
Marienes Judge of Said Court

Humbly Complaining
Sheweth unto your Honor your Orator John. M.
Hartnett of the County of Lake and State of Illinois
aforesaid that on the fifteenth day of May in the
year One Thousand Eight Hundred and forty seven
as appears of record, one Richard Shatswell
was the owner in fee simple of the following desc-
ribed premises, Situate in the County of Lake
and State of Illinois aforesaid to wit. Commen-
cing at the South west Corner of Lot Number Six
(6) of Section Number Sixteen (16) Township Num-
ber Forty five (45) North of Range twelve (12)
East of the third principal Meridian as platted
and recorded by the trustees of School Lands
for Said Township, Running thence East to the
South East Corner of Said lot. Thence North
Seven (7) Rods. Thence West parallel with the
South line of Said lot to the west line thereof
Thence South along Said west line to the place
of beginning. Containing three (3) acres more
or less the Said Richard Shatswell being in-
debted to Orator in a Sum of Money for the purpose
of securing the payment of Said fifteenth
day of May in the year aforesaid, Sworn one

S12813-3

Samuel M. Dowst a sum of Money the precise
Amount of which your Orator is not informed
and for the purpose of securing to said Samuel M.
Dowst the payment of said Money and interest to
borrowed. The said Richard Shatswell as your
Orator is informed and believes and to be pressly
states on the fifteenth day of May aforesaid Con-
veyed to said Samuel M. Dowst in fee simple by
deed of Warranty the whole of said premises, which
deed was absolute in its terms although intended
as a Mere mortgage, and aforesaid that is to
say on or before the twenty sixth (26) day of January
one thousand Eight Hundred and Sixty nine the
said Richard Shatswell as your Orator is informed
and believes, paid to Samuel M. Dowst the entire amo-
-unt of Money so borrowed as aforesaid with inte-
-rest thereon to the entire satisfaction of said Dowst.

And your Orator is informed and believes
and to be pressly states, that on the said twenty sixth
day of February in the ~~last~~ year last aforesaid the
said Richard Shatswell was in embarrassed cir-
-cumstances pecuniarily, and was necessitated to
raise the sum of Two Hundred and twelve Dollars
to meet his then outstanding liabilities, and to
enable him so to do, the said Richard Shatswell
did on said day and year last aforesaid by deed
with, and bargain one Maria Ball, then a resident
of said County of Lake but now as your Orator is
informed, and believes, residing in the State of

& twelve

Massachusetts, the Said Sum of Two hundred Dollars and agreed to pay interest thereon at the rate of twelve per cent per Annum

And your Orator is informed and believes and doth expressly States that at the time the said Richard Shatswell negotiated the said loan of the said Maria Ball, he was about to leave the said State of Illinois for California, and it was a matter of uncertainty when he should return, and in view of such uncertainty it was expressly agreed, contracted, and understood, by and between the said Richard Shatswell and the said Maria Ball, that the said Richard Shatswell, should repay the said loan of two Hundred and twelve dollars, at any time thereafter, when he chose so to do, with interest thereon to be computed at the rate of twelve per cent per Annum, but no particular time for the repayment thereof was specified or agreed upon for the reasons aforesaid

And your Orator is informed and believes and doth expressly States that in order to secure the said loan of Two Hundred and twelve dollars, and interest thereon at twelve per cent per Annum as above set forth the said Richard Shatswell at the instance and request of the said Maria Ball did on the twenty sixth day of February in the year one thousand eight hundred and forty nine Convey to the said Maria Ball in fee simple by deed of

22813-3

Warranty the whole of said above described tract of land and the wife of the said Richard Shatswell and the said Samuel M. Dewolf joined in said deed of Conveyance thereto and thereby vesting in the said Maria Ball, the full and perfect title thereto, which said deed was duly executed, acknowledged, and is now on record in the office of the Recorded of Lake County Illinois, a copy whereof is hereto attached Marked Exhibit "A" and which your Orator asks may be taken as part of this his Bill of Complaint

And your Orator is informed and believes and so expressly states that at the time of the execution and delivery of said deed it was expressly agreed by and between the said Richard Shatswell and the said Maria Ball that the said Richard Shatswell should have possession or control of said premises, and that at any time thereafter when he should pay to her the said sum of two Hundred and twelve dollars and interest thereon at the rate of twelve per cent per annum. for the time your Orator might keep said Money, that she would reconvey the whole of said premises above described to said Richard Shatswell free of all incumbrances made, caused, created, or suffered by her,

And your Orator further sheweth unto your Honor, that soon after effecting the said loan as aforesaid the said Richard Shatswell

left the said State of Illinois for California leaving his Family in possession of said premises and that some time in the Month of June in the year one thousand Eight Hundred and fifty six your Orator is informed and believes the said Richard Shatswell remitted to his Wife and Caused to be tendered to the said Maria Ball, the Sum of Two hundred and fifty dollars being the full ammount of said Two hundred and Twelve dollars and interest thereon at twelve per cent. Although the said Richard Shatswell was not bound to pay any more than the two hundred and Twelve dollars and six per cent per annum interest thereon and at the same time by his agent demanded a Deed and Conveyance of said premises. And your Orator is informed and believes and so States the fact to be that the said Maria Ball Refused to take said Money or any part thereof, and Refused to Reconvey said land or any part thereof to said Richard Shatswell

And your Orator further Sheweth unto your Honor that the said Richard Shatswell before the Conveyance to your Orator hereinafter named did frequently and in a friendly manner tender and offered to pay to the said Maria Ball, the said Sum of Two hundred and twelve dollars and interest thereon at the rate of twelve per cent per annum from the time of such loan. And your Orator since the Conveyance to him, as hereinafter named has offered, and Still is willing, and offers to

pray the said sum and all interest thereon accruing at the rate of twelve per cent as the said Richard Shatswell agreed to do but the said Maria Ball by her agent and in person refuses to accept the same and convey said land to the said Richard Shatswell or to your Orator as she originally contracted, and in justice and equity ought to do

And your Orator further sheweth unto your Honor that ~~on the thirteenth day of September in the year of our Lord one thousand eighteen hundred and fifty~~ the said Richard Shatswell ~~for a valuable consideration conveyed to your Orator~~ the said Richard Shatswell has been in the quiet and peaceable possession of the whole of said premises from the time of such loan until the time of the conveyance to your Orator hereinafter stated and your Orator has been in the quiet and peaceable possession of the same, since that time to the present time, and still is in the possession thereof and the said Richard Shatswell has during all said time he was in said possession paid the taxes and assessments thereon levied and assessed

And your ~~Orix~~ Orator further sheweth unto your Honor that the said above described tract of land lies contiguous to and adjoining the Village of Waukegan in Lake County Illinois and is of great value, and as your Orator is informed

7

and believes and ~~to be prescly states that the said Richard Shatswell~~ charges the tract to be of the value of fifteen hundred dollars

And your Orator is informed and believes and to be precisely states, that the said Richard Shatswell has frequently written to the said Defendant and endeavored to learn why, and for what reasons she refuses to accept said money, and to convey to him said tract of land as she originally agreed & contracted to do And your Orator has applied to her agent since the said purchase herein after stated but the said Richard Shatswell has been wholly unable to obtain any answer from his letters of enquiry, and your Orator any knowledge in relation thereto from the agent of said Maria Ball

And your Orator further sheweth unto your Honor that on the Fourteenth day of September in the year of our Lord One thousand Eight Hundred and fifty two the said Richard Shatswell for a valuable Consideration Conveyed to your Orator all his right, title, and interest in and to said premises both in law and equity by deed bearing that date, duly executed and acknowledged, and on the fourteenth day of September in the year last aforesaid said deed was filed for record in the office of the Clerk of the Lake County Circuit Court which deed and the record thereof is still remaining in the office of

S12813-5

10

said Clerk of the said County Circuit Court
expenses being thereunto had or made Certainly

And your Orator expressly charges that
at the time when said loan was effected, and
when said deed was made, executed, and deliv-
ered to the said Maria Ball, it was expressly
and distinctly agreed, contracted or understood
by and between the said Richard Shatswell, and
the said Maria Ball that said Conveyance of
said tract of land, although absolute upon
its face, was not a Sale thereof to the said Maria
Ball but only in Mortgage for the security of
the repayment of said Sum of Two Hundred
twelve dollars, and interest thereon at twelve
per Cent. and the defeasance was to rest in
parol to save the expense of foreclosing a Mortgage
in Case your Orator should fail to repay said
Sum of Money and interest. And that at any
time when said Sum of Money aforesaid was repaid
with interest thereon as aforesaid, She would re-
-Convey said premises, in fee simple to the said
Richard Shatswell or his heirs or assigns, And
that the said Sum of Two Hundred twelve dollars
was the whole and only Consideration for said Co-
-veyance

In the Consideration whereof and on
as much as your Orator is remediless in the pre-
-ises by the strict rules of the Common Law, Your

11 Orator prays that the said Maria Ball may be made a party defendant to this his bill of Complaint and be compelled to answer the same fully & particularly without oath (answer under oath being hereby expressly waived pursuant to the Statute) and that too as fully as if she were particularly interrogated in relation thereto. And that by the order and decree of this Honorable Court, the said defendant may be compelled to ~~answer the same fully~~ accept and receive of and from your Orator, the said sum of Two hundred & twelve dollars, and interest thereon, to be computed at the rate of twelve per cent from the time of such loan until the time of making the order hereinbefore mentioned, or until such other time as to this Court shall seem just and reasonable, which Sum and interest your Orator hereby offers to pay, and to make, execute and acknowledge and deliver to your Orator a deed in fee simple of said premises and every part free of all incumbrances made, created, or suffered by, through, or under her, and in case of default that upon payment of the Money into this Court by your Orator in such manner as shall seem proper and equitable, that the Master in Chancery of Lake County Illinois execute such deed, and that your Orator may have such other and further relief in the premises as shall be agreeable to equity and good Conscience

May it please your Honors to grant

11-2713-61

unto your Orator the Peoples writ of injunction issuing out of, and under the Seal of this Court directed to the said Maria Ball, her Counsellors, Attorneys, Solicitors, and Agents, Commanding them, and each of them, absolutely to desist and refrain from taking possession of, Selling, disposing of incumbering, or in Anywise intermeddling with said land or Any part thereof. And that your Honor will grant unto your Orator the Peoples writ of Summons issuing out of, and under the Seal of this Court, directed to the Sheriff of the said County to execute therein, and thereby Commanding the said Maria Ball to be and appear before said Court on the first day of the next term thereof, to answer this your Orators Bill of Complaint, and stand to and abide by such order, and decree, in the premises as shall be made therein

Parks & Mains
Solicitors for Complainant

(Sd) John M Hartnett

State of Illinois }
Pope County } ss.

John M. Hartnett being duly Sworn deth depose and say that he has heard the forgoing Bill of Complaint by him subscribed read

La Co. Cos. Cir. Ct. Sept. 1855

John M. Hartnett

vs

Maria Ball

Bill to Injunction

In Chancery

Copy from Record

Filed Sept 22/55

Filed Sept 22. 1855

Marks & Harris

Sols for Complt

13

The Bill drawn to an Issue for an
injunction & allowed by Wallace. Whether
Martha is to be heard. Injunction dissolved
& Bill dismissed

State of Illinois } In the LaSalle County Circuit Court
County of LaSalle } of January Term 1856

15

The Answer of Mavis Bull Defendant to the Bill of Complaint of John M. Hamlett Complainant.

This Defendant answering to bustly now and hereafter All benefit of exception that may be had to the many insufficiencies of the Bill of Complaint, for Answer to such parts thereof as She is Advised it is Material for her to make Answer unto Says that She believes it to be true that Lucy Richard Shatswell on the fifteenth of May eighteen hundred and forty seven was the owner in fee-simple of the tract of land described in said Bill. That She is informed by the Bill may but Admits that said Shatswell At that time borrowed of said Dorsey Sims Sum of Money, And to secure such loan And interest thereon Conveyed said land to Dorsey As Specified in said Bill. That said Conveyance was intended As A security for the loan And that Afterwards At the time Stated in the Bill said Shatswell fully discharged said loan And interest by payment.

This Defendant further Answering Says that She does not Know And has not sufficient information to form a belief whether or not on the Twenty Sixth of February eighteen hundred And forty Nine said Shatswell was in embarrassed pecuniary Circumstances And under necessity of raising two hundred And twelve Dollars to meet his then liabilities, but She utterly denies that said Shatswell then or At any other time negotiated for, sought to obtain or obtained from the Defendant A loan of that Sum or of any Sum upon any terms or conditions whatever.

This Defendant further Answering Admits that At the date last mentioned said Shatswell was about 45

412-813-8

go to California. but denies that any uncertainty concerning the time of his return influenced. so far as the wife concerned. any transactions between said Shatswell and herself. And this wholly denies that there was any contract. agreement or understanding between them that he should repay to her any sums of money upon his return or when he should or at any other time.

This defendant further answering admits that on the twenty sixth of February eighteen hundred and forty nine said Shatswell at this defendants request conveyed to her in fee simple by deed of warranty as exhibited answered to said Bill. said tract of land. that said Dowse joined in said deed and that said deed vested in this defendant the full and perfect title to said premises. And this defendant says that the record said deed to be duly recorded amongst the deed records of said County of Yuba in the office of the Clerk of the Circuit Court thereof on the twenty sixth of February eighteen hundred and forty nine. But she denies that said conveyance was made to her by way of mortgage as security upon a loan of any sum whatever or to secure any indebtedness claim or demand whatever. but on the contrary she avers the truth to be that the absolute and outright conveyance, reservation or defeasance made or otherwise purchased said tract of land of said Shatswell for the sum and price of two hundred and twelve dollars which was the full market value and selling price thereof at that time and more than said Shatswell was able to sell it for to any other party. that she paid a portion of the purchase money. to wit— about one hundred dollars upon the delivery of the deed to her and gave her promissory note for the balance which was some months thereafter fully satisfied and paid by her

This defendant further answering denies that it was agreed by writing or parol that said Shatswell should

17

heirs And Continues in possession And Control of said premises And She insists That such pretended Agreement would be void by the Statute of frauds And She also utterly denies That She was upon the payment of two hundred And twelve dollars And interest thereon at twelve per Centum per Annum or any other Sum whatever to reconvey said premises or any part thereof in any manner whatever.

This Defendant further Answering admits That said Shatswell went to California about the time stated in said Bill being two years after said Conveyance to this Defendant but her recollection And belief is That he did not leave his family in possession of said premises but if he did She avers the truth to be That his family remained in such possession only a few weeks which was in accordance with a pretended understanding between said Shatswell And this Defendant at the time of the purchase by her And thus possession was given to this Defendant who held the same receiving the rents issues And profits thereof And making Repairs And valuable improvements thereon And paying all the taxes thereon which were paid until About the thirteenth of September eighteen hundred And fifty five when said Shatswell being in possession as the tenant of this Defendant And under her as his landlord wrongfully Gave possession thereof to the Complainant And pretended by Deed bearing date on that day to release said premises to the Complainant for the Alleged Consideration of two hundred dollars And She avers That the Complainant had full Knowledge when he accepted said Release That Shatswell had possession only as the tenant of this Defendant And full notice of this Defendants title And That She asserted And intended to assert the same as Absolute. That if the Alleged Sum of two hundred dollars was paid it was a gross fraud in Complainant upon the hypothesis That the Conveyance to this Defendant was only the effect of a Mortgage being less than one fifth of the value of said premises subject to sundry Incumbrances.

12813-4

This Defendant has no Knowledge or information sufficient to form a belief of Any Remittance of two hundred and fifty Dollars by said Shatswell to his wife in June eighteen hundred and fifty or at Any other time but She denies that such sum was at that time or at Any other time or that Any sum or Any interest was ever tendered to her by said Shatswell or by Any other party acting or pretending to act in his behalf And She utterly denies that either upon such tender being made or at Any other time said Shatswell or Any Agent or party assuming to Act in behalf of said Shatswell or otherwise ever demanded of her a Deed or Conveyance of said premises or that this Defendant ever refused or had an opportunity to refuse to execute such Deed or make such Conveyance.

And this Defendant further answering denies that said Shatswell before his pretended Conveyance to the Complainant or before or since promptly or at All in a prompt or other manner tendered or offered to pay to her the sum of two hundred and twelve Dollars and interest thereon at the rate of twelve per centum per Annum or Any other principal sum or Any other rate of interest. And She also denies that the Complainant since said pretended Conveyance or at Any time has offered to pay said sum and twelve per centum per Annum interest or Any other sum or rate of interest. And She denies that either personally or by Agent She ever refused or had opportunity to refuse to accept Any such sum or sums of Money. She likewise denies that Any Deed or Conveyance was ever demanded of her for said lands And hence denies that She ever refused to Convey to said Complainant. She is not informed save by the Bill but She deems it entirely probable that the Complainant is willing to pay her said sum of two hundred and twelve Dollars and twelve per centum per Annum interest since the date of her said purchase, provided She will Convey said premises to him but She denies that he has ever

Made any such offer to her

This Defendant further Answering Denies that
19 said Shutcomb has been in possession of said premises or any
part thereof since the Conveyance thereof to her except as here-
in before particularly set forth. And this Ans this truth to be
that Shortly after her said purchase She took possession of
them of under her purchase and from that time until the date of
Shutcomb delivered to the Complainant her possession aforesaid peace-
ably and uninterrupted. but She Admits that since the date
of said deeds the Complainant has been in possession without
interruption so far as She knows or is informed but She avers
that before She learned that the Complainant had taken
possession, to wit:- about eight days after the date of said
deeds which injunction She has in all particulars obeyed and
She denies that said Shutcomb since his Conveyance to
her has paid any taxes on said premises otherwise than
for her and on her behalf. the Amount of which was by Agree-
ment to be Credited upon rents due from him to her for the
use and occupation of said premises.

This Defendant further Answering Admits that
said premises lie contiguous to Wood Bayou and are
now of the value of About fifteen hundred dollars. but
She avers that the same have greatly increased in value
since her said purchase in February eighteen hundred
and forty nine at which time two hundred and twelve
dollars was the fair cash value thereof.

This Defendant further Answering Denies that
said Shutcomb has at all written to her seeking to ascertain
why She refused to take two hundred and twelve dollars
and twelve per centum per annum interest thereon and
convey said premises to him in pursuance of any contract
alleged by him to exist between them and She also denies
that the Complainant has made any such application
to her Agents.

This Defendant Admits that on or about

the Seventeenth of September eighteen hundred and fifty five said Shotwell by deed released to the Complainant as stated in said Bill. but she is not sufficiently informed to have a belief whether or not the release was founded upon any valuable Consideration. She says that when said release was delivered said Shotwell was in possession as her tenant and that the Complainant had notice of that fact. She admits that said release has been recorded.

This Defendant further Answering denies she has accepted said Conveyance from Shotwell upon any Agreement, Contract, or understanding that the same was a Mortgage and not a Sale. She denies that any Defeasance thereto was to rest in parol to secure the expenses of foreclosing or for any other purpose. She admits that two hundred and twelve dollars was the sole Consideration for said deed but she utterly denies that she Contracted by Parol or otherwise to reconvey said premises in any manner upon the repayment of said sum at twelve per Centum per Annum. And she denies that said Shotwell ever Applied to her for any loan or ever obtained any loan of Money from her or ever proposed to give said premises in Security to her by way of Mortgage or in any other manner whatever. without this that there is any other matter in said Bill of Complaint Contained Necessary or effectual for this Defendant to make Answer to And not herein well and sufficiently Answered which is true to the Knowledge information or belief of this Defendant. All which she is ready and willing to maintain and prove as this Honorable Court shall direct. And she prays to be hence dismissed with her reasonable Costs And Charges in this behalf most wrongfully sustained

Denis Bald

21

State of Illinois }
County of Cook } ss

The said defendant Maria Bale being by me duly sworn on oath says that the matters and things contained in the foregoing answer so far as the same are stated of upon her own knowledge are true and so far as stated upon information and belief she believes them to be true

Maria Bale

Sworn and subscribed
before me Nov. 11. 1856
John C. Turner

Polk County Circuit Court
In Chancery

John M. Hartnett
vs.
Mary Ball

Copy of Answer

Fraser & Clarke
Solicitors for
Defts

"January 16th" 1836"

'53" "John M. Hartnell
vs
Maria Ball" } "Bill for Injunction"

"Now come said
"parties the said complainant by Parks
"his Solicitor, and the said defendant
"by Frazer her solicitor and thereupon
"the said defendant by her said solicitor
"or files her answer herein, and
"enters her motion to dissolve the in-
"junction, heretofore issued in this cause
"whereupon the said complainant by
"his said solicitor enters his motion to
"continue the said motion of the said
"defendant,"

SCA 813.13

586

"April 2n 1836"

"John M. Hartnett vs Maria Bill" } "Bill for Injunction &c"

"33"

"Now come said
" parties by their respective solicitor, and
" afterwards, after arguments of coun
" sel upon the motion to dissolve the
" injunction ispued herein heretofore en
" tered in this cause, the court, not
" being fully advised in the premises,
" takes the ~~same~~ said motion under advisement"
"

601

"April 23 1856"

"33" "John M. Hartnett vs, Maria Bill" } "Bill for Injunction"

"Now come said parties by their respective solicitors and thereupon on motion of the solicitor for the said defendant it is ordered that the said complainant give bond in the penal sum of five hundred dollars with security to be approved by the clerk of this court and condition for the payment of all damages and costs which the said defendant shall have sustained or shall sustain by reason of the wrongful suing out the injunction heretofore prayed herein in case the said injunction shall be dissolved and file the same with the clerk of this court by the first day of May next and that in default of his so doing that the said injunction ~~shall~~ be dissolved"

27

June

"June 13th 1856"

E 53 "John M. Hartnett vs Maria Bill" } "Bill for Injunction &c"

"Now come said
"parties by their respective solicitors, and
"by their agreement it is ordered, that
"the said complainant close his proofs
"herein by the first day of September
"next and that the said defendant
"close her proofs herein by the fifteenth
"day of October next, and that this
"cause be and the same is hereby con
"tinued"

[illegible]

28

28

"October 16th " 1836"

E/28

"20" "John M. Hartnell vs Maria Bill" } "Bill for Injunction &c"

"Now come said parties the said complainant by Parks his solicitor, and the said defendant by Frazer her solicitor, and by their agreement it is ordered that the time for taking proofs herein be, and the same is hereby extended, to the first day of the next term of this court and that this cause be continued"

[illegible]

29

29

"October 17 1856"

E 133

"25" "John McMartell vs Maria Ball" } "Bill for Injunction &c"

Now come said par-
" ties the said complainant by Parks
" his solicitor, and the said defend-
" ant by Frazer her solicitor, and by
" their agreement it is ordered that this
" cause be and the same is hereby
" continued"

31

30

E387.

"June 13th, 1857"

"John M. Hartnett
vs
Maria Ball" } Bill for Injunction ~~7c~~

"18"

"Now comes said defendant by Frazer her solicitor and
" enters his motion to dissolve the injunction
" tion herein".

32-813-16

32

The Deposition of William D Shatswell of the County of Lake in the State of Illinois, a witness of Lawful age produced Sworn and examined upon his corporal oath before Me William A Boardman Master in Chancery for Lake County Illinois at his office in Waukegan, the Commencement of the taking of the same being on the 24th day of May A.D. 1856 at the hour of ten O'clock A.M. The respective Solicitors agreeing to the time and place of the taking of this Deposition without formal notice- the said Deposition being taken at the instance of the complainant to be read in evidence in a certain suit and matter in controversy wherein John M. Hartnett is complainant and Maria Ball. Defendant.

The said William D Shatswell being first duly sworn by the said Master in Chancery as a witness in said cause previous to the Commencement of his examination to testify the truth as well on the part of the Defendant as the complainant in relation to the matters in controversy between the said parties so far as he should be interrogated (Mr Parks appearing as Solicitor for complainant and Mr Frazier for Defendant)

And the said William D.

42-513-12

Shotwell being first duly sworn, to the Interrogatories propounded to him deposes and saith as follows.

Interrogatory 1st

What is your age, occupation, and place of Residence?

Answer

My age is Sixty Eight Years. My occupation in former years was following the sea. am in no particular business at present Residence Waukegan Illinois.

Interrogatory 2

Do you know the parties to this suit James M Hartnett Complainant and Maria Ball Defendant, and also do you know Richard Shotwell?

Answer,

I know the parties to this suit and I know Richard Shotwell.

Interrogatory 3rd

How long have you known John M Hartnett.

Answer

about fourteen years.

34

Interrogatory 4th

How long have you known Miss Maria Ball?

Answer

Some seven or Eight years—

Interrogatory 5th

How long have you known Richard Shotswell?

Answer

Even since he was born.

He is my son.

Interrogatory 6th

Did you at any time enter into a negociation with Maria Ball for Richard Shotswell, for the purpose of obtaining some money for Richard Shotswell, to enable him to go to California? if yea, state what was said between yourself and Maria Ball on that subject—and what agreements were made if any, relative to said Money.

(Question objected to by Defts Solicitor)

Answer

Last Question Withdrawn

Interrogatory 7th

Did you ever apply to Maria Ball for some Money for Richard

[D.B.13-25]

Stotsenburg to enable him to go to California? If yes, state when it was, and what was said by yourself and him on the occasion.

(Question objected to by Defendants Solicitor)

Answer

Not exactly to apply for money but he, Richard, requested me to call on him and as he termed it, make the best bargain I could he, (I had already had talk with him) at the same time, he wished me to have it understood that he was to have the privilege of redeeming his place by sending the money from California, He wished that perfectly understood, I called according to his request and made known his request.

His answer was that, he should have that privilege at any time by paying twelve per cent Interest. I could not state the time, nor the year, I never charged my mind with it. but it was some five or six days or a short time, before they made their final arrangement. I should think it was seven years ago.

(Answer objected to by Defendants Solicitor)

Interrogatory 8th

Do you know of Richard

Shotwell sending any money from California
for the purpose of redeeming the promises
upon which he obtained the money

(Question objected to by Defendants Solicitor)

Answer

I do — — — —

Interrogatory 9th

How long after the money
was obtained from Maria Ball the Defendant
got it, before it was sent here from California
for the purpose of redeeming the place —

(Question objected to by
Defendants Solicitor)

Answer

I should think about
two years, dont know exactly —

Interrogatory 9th

Please state all you know
relative to Richard Shotwell having sent
money from California: the purpose for
which it was sent and what use was
made of it —

Answer

Well the money was sent in
a draft — He requested in his letter to lose
no time in getting the Draft cashed —

(12.913-21)

after which she would attend to the redemption of the place, that Father would state to her the required sum, I told her it was two hundred and fifty dollars, that was as near as I could calculate it. Miss Ball at that time was in Massachu-
= setts, in what part we knew not, She had a Cousin here (Mrs Goodenow) that did know, We applied to her for information, and she volunteered to write to Miss Ball. We requested her to state to her (Miss Ball) that the money was ready, two hundred and fifty dollars for the redemption of the place. awaiting her order. She neglected to answer that letter for some three or four months; then she answered it by saying that it did not amount to hardly enough to pay the prin-
= cipal and twelve per cent interest that is the way it was stated in the letter.

(answer objected to by the defendants Solicitor)

Cross-examination 10th

Who made it At the time the request was made for Mrs Goodenow to write to Miss Ball. was Richard Shatswell. Wife present.

Answer

She was; She was the

Principal Mrs Goodenow volunteered to to write, we did not request her, but went there to see her to find out where Miss Ball was—

Interrogatory 11th

Was any other person present?

Answer

I could not say I think likely Mrs Goodenow's Daughter was present.

Interrogatory 12th

Do you know who has acted as Miss Maria Balls agent in transacting her business in this country during her absence from this country on the state. if yea. Who?

Answer

I do not what little business she had done I think was done by Mr Goodenow and his wife I dont think she had any actual agent.

Interrogatory 13th

State if you please who has usually done the writing in carrying on the business correspondence of Nathaniel Goodenow—

Cross Interrogatories on the part of the Complainants to be propounded to Reuben Hallett of Ipswich in the County of Essex Gentleman one of the witnesses produced and sworn on the part of the Complainants before Joseph Allen Esquire one of the Masters of this Court at 10 o'Clock AM on the 24th day of May A.D. 1855 the parties to the cause and their Solicitors having also been duly notified to appear and the examination commenced—

Answer

Some times He done it, and some times his wife, both are capable of doing it—

Interrogatory 14

Did you ever see the letter which was received in answer to the letter which you referred to in your answer to the ninth interrogatory

Answer—

I did see that letter but did not read it. I heard that part of it read to which I have referred, by Mrs Goodenow

Answer objected to by the Defendants Solicitor

Interrogatory 15th

Please state again the contents of that letter as read to you by Mrs Goodenow

(Question objected to by the Defendants Solicitor)

Answer

Well. it was simply this! "the sum tendered through you by Mrs Shotswell Dent quite amount to the principle and twelve per cent interest"

Interrogatory 16th

Did you understand from that letter what was the reason Miss Ball the Defendant did not accept the money offered by Mrs Shotswell. If yea—state.

(Question objected to by Defendants Solicitor)

Answer—

I did not understand it I did not know what her reasons were.

Interrogatory 11th

Was there in that letter as read by Mrs Goodenow to you any objection specified or mentioned by Miss Ball to the receiving of the money except that it did not amount to the principle and twelve per cent interest—

(Question objected to by Defendants Solicitor)

Answer

I heard nothing further than what I have stated.

Cross Interrogatories by Mr Frazier Defendants Solicitor

Cross Interrogatory 1st

How many years did you follow the sea—

3128-423

Answer

Well about forty odd years. I was master for over thirty years—

Cross Interrogatory 2nd

Are you a relative of the complainant John M Hartnett, and if so, how;

Answer—

He married my Daughter—

Cross Interrogatory 3d

Are you a Member of his (the complainants family)

Answer—

Yes, at present I am

Cross Interrogatory 4th

In whose family did the Defendant reside when you called upon her as stated in ~~the~~ your answer to the seventh interrogatory in chief to induce her to let your Son have money

(question objected to by the Complainants Solicitor)

Answer

She lived at Wm Nathaniel Goodwins

Cross Interrogatory 5th

Who was present at the interview between you and her on that

occasions?

Answer

Well I think Mr Goodenow and her daughter Mary, would not be certain

Cross Interrogatory 6th

Was Miss Ball a Money lender at that time.?

Answer

I dont know, not as I know of I could not say whether she was or not.

Cross Interrogatory 7th

Did you ever know or hear of Miss Ball on any previous occasion proposing to loan Money or purchasing real Estate.

Answer

No sir. I did not. She might have loaned Money or purchased land and I know nothing about it.

Cross Interrogatory 8th

How long had you known her before that interview?

Answer

Well I would not state the precise time. It was a short time however

Cross Interrogatory 9th

Had she seen the

premises in question. before that interview

Answer

I expect she had

Cross Interrogatory 10th

What are your reasons

for expecting so.

Answer

Why I know that he had been to her for money, and I had reason to believe that she had seen the place.

Cross Interrogatory 11th

How do you know that he had previously been to her for money

Answer

Well I heard him say that he had been to her for money—

Cross Interrogatory 12th.

In your answer to my tenth interrogatory you say that you have reason to think that she Miss Bell had seen the place. please state what reason you have for thinking so?

Answer

Why he Richard Shatswell told me that she was coming down to see the place

Cross Interrogatory 13th

Before you had

the aforesaid interview with her at Goodenough on how many different occasions did Richard Shatswell tell you that he had applied to Miss Ball for Money?

Answer

Well I could not say. I did not charge my mind with it.

Cross Interrogatory 14th

Did he tell you so more than at the one time when he requested you to see her?

Answer

Well I could not say whether he did or not, I think likely he did.

Cross Interrogatory 15th

Had he ever told you so, before the time when he requested You to see her as you have stated in your answer to the Seventh Interrogatory in Chief?

Answer

A yes sir

Cross Interrogatory 16th

Where did you

reside then?

Answer

I resided at what they call Milburn, in the town of New-Port

Cross Interrogatory 17th

Where did Richard Shotswell then reside?

Answer

At Waukegan.

Cross Interrogatory 18th

How far did you and Richard reside apart?

Answer

Some twelve Miles I suppose.

Cross Interrogatory 19th

About how frequently did you see Richard about that time.

Answer

Well not very often. It was rare that I came down here then, and seldom that he went up there.

Cross Interrogatory 20th.

About how long before Richard requested you to call on

Miss Ball, had you previously seen him
Answer

Well I could not say perhaps it might have been a week before

Cross Interrogation 21st

Before Richard told you of a prospect of his getting money of Miss Ball, had you any knowledge that he could probably get money of her?
Answer I did not know anything about it, and I don't know where he got the first information that he could get it of her—

Cross Interrogatory 22d

Had you, before he so requested you applyed to her for him, to ascertain.

Answer

Not that I recollect of

Cross Interrogatory 23d

Had you before that any knowledge that she had Money?
Answer.

No Sir. I knew nothing about her circumstances. Whether she had money or not, I was not in a way of knowing at all

Cross Interrogatory 24th.

Had Richard been offering the premises in dispute for sale prior to that time?

Answer

Not that I know of. He asked me if I could get him the money on Mortgage, or let him have it

Cross Interrogatory 25th

Did you try to do so.

Answer

I did not I told him I would have nothing to do with it, because I did not want him to go to California

Cross Interrogatory 26th

Was Richard in the habit of conducting his own affairs and making his own bargains about that time?

Answer — Yes, always. He was capable

Cross Interrogatory 27

If he had previously seen Miss Ball about the business, and she had been to see the premises in consequence, what reason was there for his requesting you to call upon her and make a bargain with her for him?

Answer

Well I dont know, thats his way. I expect he wished me to understand about the redemption. so that I could be a witness to it. he did not say so but that was what I supposed.—

Cross Interrogatory 28th

How near did you live to Mr Nathaniel Goodenow's at that time?

Answer

About half a mile.

Cross Interrogatory 29th

How long had Miss Ball been staying at Goodenow's at that time?

Answer

That I could not say. She came and went. was not there steady.

3/12 813-29

Cross Interrogatory 30th

Was that her home or did she reside in Massachusetts?

Answer

Massachusetts was her home. She was here on a kind of a visit.

Cross Interrogatory 31st

Where had Richard the interviews with her, which he had, had, before he requested you to call on her?

Answer

I dont know, down here I presume.

Cross Interrogatory 32d

Had you more than one interview with the Defendant Miss Ball, in Richard's behalf before the arrangement was finally closed between her and him—

Answer

No sir—

Cross Interrogatory 33d

In your answer to my thirty first interrogatory you say that you presume Richards first interview

of which you there speak were down here what do you mean by down here, and why do you presume those interviews were down here.?

Answer

By "down here" I mean Michigan I presume the interviews here, because he was most of his time here and he (Richard) was not at Milburn often. and I dont Know of his having any interview with him there-

Cross Interrogatory 34th

Has this case been talked about considerably in the family where you live within the past year?

Well more or less, yes sir

Cross Interrogatory 35th

Was there anything said by Mr Shotwell or yourself on the occasion referred to, in your answer to the ninth interrogatory in chief, that implied anything more than a desire and readyness to purchase the premises of Mrs Ball?

Answer

No Sir, nothing more than to redeem the place—

Cross Interrogatory 36th

Have you any knowledge of the contents of Miss Ball's letter declining to take two hundred and fifty dollars for the premises, other than what you derived from hearing a part of the letter read (question objected to by Complainants Solicitor)

Answer

No Sir—

Cross Interrogatory 37th

Have you not some interest in the result of this suit?

Answer

None at all.

Cross Interrogatory 38th

Did you not furnish Hartnett with the whole or a part of the money with which he made his purchase of the premises of Richard?

Answer

Not one cent—

Direct Examination Resumed by Mr Parks the complainants Solicitor—

52

Interrogatory 1st

You say in your answer to the twelfth Cross interrogatory, that Richard told you that Miss Ball the Defendant had been to Waukegan to see the premises in controversy. Have you any other reason for believing that she had seen the premises before you called upon her, as specified in your answer to the seventh interrogatory in Chief

Answer

I do not know as I have any other reason, for I believe he told me the truth.

Interrogatory 2nd

In your interview with Miss Ball stated in your answer to the seventh interrogatory in Chief was any thing said by her about the value of the premises or her knowledge of their value

Answer

I heard nothing

Interrogatory 3rd

Was any thing said by her on that occasion about going to Waukegan to see the premises or procuring

S 12813-38

any other person to go if you - what
Answer

Not to my recollection

Interrogatory 4th

Do you mean to be under
=stood that Mrs Shotswell and yourself on
the occasion referred to in your answer
to the ninth interrogatory in Chief. that
you went to Mr Goodenow for the purpo
of offering to purchase the land, or for the
purpose of offering to redeem.

(question objected to by the
Defendant's solicitor)

Answer

We went there for the purpose of
redeeming it—

Cross Examination Resumed by Mr
Frosier the Defendant's solicitor in con—
=sequence of the Witness having, on having
the depositions read made a correction to his
answer to the 35th Cross interrogatory.

Cross Interrogatory 1st

Do you pretend to
remember the whole or any of the precise
words used by Mrs Shotswell or yourself
to Mr Goodenow on the occasion referred

it in your answer to the ninth interrogatory
in Chief

Answer

I think I remember all I have said on that subject, because that was something that I had reason to keep in my mind.

Cross Interrogatory 2nd

Have you in any part of this deposition intended to be understood as giving the whole or any part of the precise language used on that occasion

Answer

Yes sir. the whole that is my intention at any rate.

Cross Interrogatory 3rd

How long did the conversation between you and Mrs Shelton and Mrs Goodenow about the housings last, on that occasion. State as near as you can.—

Answer

Well very short. Merely to find out where Miss Ball lived and to tell Mrs Goodenow what we wanted. It could not have been

more than half an hour, it might not be more than fifteen minutes I could not be definite—

W D Shotwell

State of Illinois }
Lake County } ss

I William A Boardman Master in Chancery for said county before whom the foregoing deposition of the said William D Shotwell a witness whose name is subscribed to the same was taken was taken in pursuance of the agreement of the parties, do hereby Certify that previous to the Commencement of the Examination of the said William D Shotwell as a witness in said suit between the said John M Hartnett Complainant and Maria Ball Defendant. He was duly sworn by me to testify the truth in relation to the matters in controversy between the said John M. Hartnett Complainant and Maria Ball Defendant so far as he should be interrogated concerning the same. that the said deposition was taken at my office in Waukegan on the 24 & the 27th days of May A D. 1856. and that after the said deposition was taken by me as aforesaid

56 the interrogatories and answers thereto as written down, were read over to the said Witness and that thereupon the same was signed and sworn to by the said Deponent on the said 27th day of May A D 1856 before me the oath being administered by me at the County aforesaid

In testimony whereof I have hereunto set my hand at Waukegan this 27th day of May A D 1856.

William A Boardman
Master in Chancery

Witness fees
Wm D Shatswell $2,00
2 days.

Wm A Boardman
Masters fees
for taking this
Deposition $6.75

State of Illinois }
Lake County } ss.

The Depositions of Richard Shatswell and Samuel M. Dorst, Witnesses of Lawfull age taken before ~~the~~ William H Boardman. Master in Chancery in and for said County at his Office in Waukegan. The commencement of the taking of the same being on this 7th day of March A.D. 1856 The said Depositions being taken at the instance of the complainant to be used and read on hearing of a certain Cause in Chancery Wherein John M Hunnett is Complainant and Maria Ball Defendant: agreeably to notice the said Witness being first duly

sworn to testify to the truth in the matters in issue between the said parties so far as they might be severally interrogated concerning the same, the respective solicitors for the respective parties being present to wit Mr Parks & Haines solicitors for the complainant, and Mr Frazier for the Defendant— The said Richard Shotwell, one of the said witnesses being first duly sworn, and examined, to the interrogatories propounded to him, answering did depose and say, as follows. to wit—

Interrogatory 1st

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

Answer—

My age is thirty nine years. occupation a cooper. Residence Waukegan

Interrogatory 2nd

Did you at any time borrow a sum of Money of Samuel M Dent of Waukegan? If yea, State when it was, how much was borrowed, and how you secured the same, and whether or not the same has been paid—

59 Answer

I did borrow a sum of Money of Samuel M Leost. It was about the year one thousand Eight hundred and forty Seven. the sum was somewhere about an hundred dollars more or less. it was secured by property that I owned on a piece of land in the school section. that I bought of Elmsley Sunderline. it was in this Township. the same has all been paid—

Interrogatory 3rd

(A Deed being here shown to the witness Marked, Exhibit etc.) was this Deed Executed and acknowledged by you. and delivered to Samuel M Leost the Grantee. If you. state for what purpose it was so given—

Answer

It was executed by me for security of of Money Mentioned in my answer to the 2nd Interrogatory.

Interrogatory 4th

Did you at any time borrow any Money from the Defendant Who Bail ff. you. State at what time you received the Money How much you received

and what rate of Interest was agreed to be paid.

(objected to by the Defendants Solicitor)

Question then withdrawn by the Complainants Solicitor

Interrogatory 5th

Did you at any time receive any money from the Defendant Maria Ball.?

Answer

I did—

Interrogatory 6th

At what time did you receive the Money, and how much did you receive?

Answer

I received the Money in February or March in the year One Thousand Eight Hundred and forty nine. I received Two Hundred and twelve dollars Less by fifty dollars. the sum of fifty dollars out of said Two Hundred and twelve dollars was by agreement between me and the Defendant to be paid to my wife between that time and the first of June following

Interrogatory 7th

5(2813-33)

If you say You received a sum of Money of Maria Ball the Defendant in February or March A.D. 1849 upon what terms did you receive the same, and what agreement if any. at the time, was made relative thereto;

Answer

I received the Money with the understanding that I could redeem the place at any time I was a mind to. by paying principle and Interest. Under=stood the interest to be at twelve per cent per Annum.

Interrogatory 8th

Was there any security Given for the money. if yea, state what security was given?

Answer

Yes. I gave her the Dependent Security on a house and three acres of Land being the same Land described in the Deed before referred to Marked Exhibit. A.

Interrogatory 9th

For what purpose did you obtain the Money, and how did you expect to repay it?

62 Answer

I obtained the money to go to Col=ifornia, and expected to repaid it by bringing it or sending it from there.

Interrogatory 11th

Did you inform the Dependent Maria Ball for what purpose you obtained the money and how you expected to repaid it Stated what was said.

(Interrogatory objected to by Dependents Solicitor)

Answer

Yes I did. She was about to pay the money and held it back and asked when the money was to be sent to redeem the place. She then said that if it was not to be paid I answered willing to year within a year she did not wish to let the money go— She did not want the place but wanted the money. The Dependent then spoke to Daniel and asked him if he would redeem the place for me if I did not within that time. and he said he would. The Dependent then ~~Lent~~ paid the money

(Answer objected to by the Dependents Solicitor)

Interrogatory 11th.

[12813-31]

Did you at any time after you obtained the money aforesaid send any money from California to this country if you, State when it was sent, to whom sent, and what instructions you gave relative to the application of the same.

Answer.

I did send from California in June one thousand Eight hundred and fifty, three hundred and fifty dollars to redeem my place. Sent the same to my Wife. I told my wife (in the letter) to go to Miss Bells agent Mr Goodenow and pay the money.

(Answer objected to by Respondent's Solicitor

Interrogatory 12th.

Is your wife now living?

Answer.

No

Interrogatory 13th

When did she die?

Answer.

Last July.

Interrogatory 14th

When did you return from California?

Answer

I returned in August one thousand Eight hundred and fifty one

Interrogatory 15th

Where are your wife and family residing at the time of your return and where did they continue to reside up to the death of your wife?

Answer

They were residing on the premises in question when I returned, and continued to reside there till the time of her death

Interrogatory 16th

Have you ever executed more than one Deed to Maria Ball the Defendant—

Answer

No. I have not.

Interrogatory 17th

Are there any other persons besides yourself and wife that signed the Deed Given by you to secure the payment of said Money. If yes, state who it was—

65 Answer

according to my best recollection, I am not certain. Dorst signed the Deed

Interrogatory 18th

State, if you know the reason assigned at the time of the Execution of the Deed, for Dorst signing the same—

Answer

Well I believe that Dorst put his name to that deed as binding himself to pay the Money in. But I did not, that is the way I always understood it.

Interrogatory 19th

Was there an agreement between yourself and the Defendant Morris Bull relative to the interest to be added to the fifty Dollars to be paid to your wife by said Defendant if yea. State what the agreement was and all that was said between you on that subject at that time—

/Question objected to by Defendants Solicitor—

Answer

There was a verbal agreement. I had a conversation with him/the Defendant/ in relation to this fifty Dollars which he was to pay to my wife—I told him She could

pay the interest or not. just as She was a mind to. She said She should pay twelve per cent interest. just as She should require of me.

Interrogatory 20th Have you now any interest directly or indirectly in the matter in Controversy, in this suit

(objected to by Defendant's Solicitor)

Answer

I have not—

Interrogatory 21st

To whom did you sell ~~the~~ your interest to the premises in Controversy

Answer

To John M. Hastnett

Interrogatory 22d

Have you always been ready and willing to redeem said property by paying the two hundred and twelve dollars, and interest thereon since you returned from California up to the time you sold the same to the Complainants

(question objected to by the Defendants Solicitor

Answer

Yes—

Cross Interrogatory by the Defendants Solicitor.

Cross Interrogatory 1st

Were you offering to sell the premises in question immediately before the transactions with the Defendant to which you have testified to?

Objected to by Complainants Solicitor

Answer—

Yes. I think I was offering to sell them.

Cross Interrogatory 2nd

What price were you asking for the premises?

Answer—

Two hundred and twenty five dollars—

Cross Interrogatory 3rd

About how long had you been offering said premises for sale before said transactions with Defendant.

Answer

It might have been Two or three Months—

Cross Interrogatory 4th

Had you not offered to take Less than two hundred and twenty five dollars for the premises—

Answer

I have no recollection of offering to take less than that, and sell it—

Cross Interrogatory 5th

Were you quite anxious of selling the premises for two hundred and twenty five dollars.

Answer— It was anxious to receive the money but was never anxious to sell it. by ones my hopes or power to redeem it.

Cross Interrogatory 6th Did you make any unusual effort to sell the premises for Two Hundred and Twenty five Dollars?

Answer

I have no recollection of making any great effort myself to sell it

Cross Interrogatory 7th

Was any such effort

made by any one else in your behalf and at your instance.

Answer

There was -

Cross Interrogatory 8th

Why did you not sell the premises to some person for two hundred and twenty five dollars -

Answer

The only reason I know is because I did not have that much money offered for it.

Cross Interrogatory 9th

What was the best price offered you, by any person proposing to purchase

Answer

I have no knowledge of any ones offering me any price -

Cross Interrogatory 11th

Where does the Defendant reside, and where was her home at the

70 date of your deed—

Answer

I do not know where the defendant resides now— She resided at the time the deed was made, as I understood at Milburn in this county and was working out.

Cross Interrogatory 11th

Had you known her previously

Answer—

No I had not—

Cross. Interrogatory 12th.

How did it happen that you contracted with her? did she apply to you or you to her—

Answer

It was all done through my father who resided at that time in the Neighborhood where Miss Ball lived—

Cross Interrogatory 13th

Was your father acting at your instance, and seeking a purchaser for your land?

(objected to by Complainants Solicitor)

Answer

My Father knew that I was anxious to go to California I think he knew some way that Miss Ball would let me have the Money on that land, and he wrote me accordingly. I had gave him no previous instructions but, on his writing to me I requested him to go and see Miss Ball in relation to the matter and he did so, and She came down to my place.

Cross Interrogatory 14th

Who came with her?

Answer Her Brother his name I do not know, he was called Miss Ball's Brother.

Cross Interrogatory 15th

Was the bargain concluded at that time?

Answer

I did not consider the bargain concluded till the writings were made, for she backed out till Samuel M. Worst agreed to pay her in case I failed.

Cross Interrogatory 16th

What was said, done, and agreed upon, at that interview?

Answer

I wanted two hundred and twenty five dollars. She did not want to let me have but two hundred. She talked it over considerable, finally upon her promise to let me redeem it. I let her have it for two hundred and twelve dollars. I told her I should want to redeem it. She said no other one should have it, but me. She asked the advice of her Brother. He said he would not give any advice about the matter. He said the transaction was her own, and he should have nothing to do with it, and I believe he got up and went out of the House. I believe the papers were made out that day, at the Recorder's office at the Court House. I would not be positive as to the day—

Cross Interrogatory 11th

Have you fully stated what occurred at your place at that interview?

Answer

I have about every thing that I can recollect now

[42813-39]

15

Cross Interrogatory 18th

Was the place of this inter-
=view at your dwelling house?

Answer

Yes it was at the premises in question

Cross Interrogatory 19th

How far from the house is
Office?

Answer

about three quarters of a mile.

Cross Interrogatory 20th

How long did that interview
last?

Answer I do not recollect Cannot
tell whether it was one or three hours.
dont recollect whether we left there before
or after dinner.

Cross Interrogatory 21st

Was there any understand
=ing and agreement arrived at between
you and the Defendant at that interview
at your house?

Answer

I believe I agreed to let her

have possession of the place for two hun-
-dred and twelve dollars, with the under-
-standing always that I should redeem it

Cross Interrogatory 22nd

Did She agree to that?

Answer

I think She did—

Cross Interrogatory 23d

Are you perfectly sure
that a single word was said by you at
that interview— about redeeming the place?

Answer I be—

Cross Interrogatory 24th

Was her Brother present
when any such proposition was made
by you, and assented to by her

Answer

I think he was— I think just
as they were going out of the house I told
her: I expected to have the place back again
and She said yes—

Cross Interrogatory 25th

What were the precise

terms of Recognition or agreed upon at that time and place.

Answer

Well I dont know as we came to any particular terms then, until we got to the office

Interrogatory 26th

When did you go to the office and what for?

Answer

I think we went directly to the office from there, will not be positive, but that is the best of my recollection, to give him possession of the place when she fulfilled a certain contract. I mean by the word "possession" Title

Cross Interrogatory 27th

What contract was it that was to be fulfilled by him of which you speak in your last answer?

Answer

Well I expected him to pay me one hundred and twelve dollars, and I was to give him a title to the place

76 Cross Interrogatory 28th

Do you mean to be understood that you left your house and went to the Office for the purpose of having the Title papers Executed and the money paid?

Answer

Yes. I think I do mean to be so understood. It was so understood by me at that time.

Cross Interrogatory 29th

Do you mean to be understood that you borrowed two hundred and twelve dollars of the Defendant.

Answer

I mean to be understood that when she let me have the two hundred and twelve dollars it was always to be subject to redemption.

Cross Interrogatory 30th

Be good enough to say directly whether you got the money of the Defendant as a Loan

(objected to by the Complainants Solicitor)

Answer

I considered it in the same light

SJ2 813-45

as a Loan. I considered that she let me have that money, and took the place as security, until I could redeem it. I or Mr Dent one or other of us.

Crown Interrogatory 31st

Was there a single word said by you or the Defendant at your house about borrowing or Loaning Money?

Answer

I do not think there was. I do not think the words Loan or Loan was used, there was talk about redeeming the place

Crown Interrogatory 32nd

In what respect was the agreement at your house changed after reaching the Office?

Answer

Well all the change there was, was made by herself in refusing to let her money go and be obliged to retain the place. She wanted the place only as security for the money, and if she thought she was obliged to keep the

place, She did not want to let the money go- and Mr Donst agreed to pay the money if I did not.

Cross Interrogatory 33rd

Was that all the change?

Answer

I cannot recollect or there was anything else. I cannot recollect of any other change now

Cross Interrogatory 34th

Was Her Brother present on this last occasion?

Answer

I believe he was

Cross Interrogatory. 35th

Were there changes in the contract made before or after the delivery of the deed by you to the Defendants?

Answer

Before the delivery of the deed. I think it was after Mr Donst commenced writing the deed. but before its delivery

Cross Interrogatory 36th

Do you mean to be

understood that Mr Samuel Mc Donst became your security for the repayment of the money to the Defendant—

Answer

I do—in this way, She asked Mr Donst if he would pay the money if I failed to send it—he said he would—

Cross Interrogatory 37th

What particular time was fixed for the repayment of the money to the Defendant?

Answer

It was then fixed at within a year

Cross Interrogatory 38th

Was any rate of interest agreed upon before the deed was delivered?

Answer

No—

Cross Interrogatory 39th

Was any rate of interest agreed upon before or at the time she paid you the money?

Answer No—When we were about

leaving for home I told her that she need not mind paying the interest on that sum of money that was left for my wife — She says I shall charge you twelve per cent Interest, and shall pay you the same, that was all that was then said to me about the interest

Cross Interrogatory 40th

Why did you not offer to redeem within a year —

Answer

I had not the Money I had earned it, but could not get it —

Cross Interrogatory 41.

What do you mean by a right to redeem?

Answer

To get a title to my place back again. when I advanced the money and interest

Cross Interrogatory 42d

Had you by that contract an absolute right to redeem whether she was willing or not. or was

5182194

81 it only the right to purchase in prefe-
rence to others if she wished to sell

Objected to by the complainants Solicitor

Answer

I relied altogether on her statement that she would let no one else have the place but me. I did not know whether the transaction was Legal or not. I relied more on her honor than anything else

Cross Interrogatory 43rd

Did you not know that you made her an absolute deed of conveyance of the Land?

Answer I did

Cross Interrogatory 44th

Did you give her any note or other writing providing for the repayment of the money?

Answer

No I did not any more than that Mr Dewit put his name to the deed as I understood he put his name there to the Deed for the payment of the money. if I did not—

Cross Interrogatory 45th

82 Did you take from the Defendant any Defeasance or writing as evidence of your right to redeem, or for any other purpose. ?

Answer

I did not. I had no writing at all.

Cross Interrogatory 46th

Did the Defendant give a note for the unpaid fifty Dollars.

Answer Yes—

Cross Interrogatory 47th

Who drafted the deed and that note?

Answer

I M. Dorst drew the deed but whether he drew the note or not I could not say. I think the note was drawn in the Office at the same time

Cross Interrogatory 48th

Was Dorst directed what kind of papers to make or was the contract stated to him in order that he might prepare such papers as he deemed proper for the occasion—

42 913-1/2

Answer

I don't recollect about that.

Cross Interrogatory 49th

Upon what terms and on what tenant did you occupy the premises after your return from California

Answer

When I came home from California I supposed the place was my own. I supposed my wife had paid for it but she had not. I never paid any rent for it. did not calculate to— did not think I ought to. considered the place as my own. I had sent the money to be offered to her agent. it was offered to him. He wrote to her and she refused it.

Cross Interrogatory 50th

How do you know that money was offered to her agent and the Defendant refused it?

Answer

Her Agent told me so

Cross Interrogatory 51st

Will you give the agents name—

Answer. It was Goodenow his

94 first time I do not know. he lives
at Milburn

Cross Interrogatory 52nd

Did you often your
return often to redeem the place

Answer

I think I did once. I think I
wrote to her once about it.

Cross Interrogatory 53rd

How many times
did you write to her about the place

Answer

I do not know. I think I wrote to her twice
about the place

Cross Interrogatory 54th

Now is it not true
that you occupied those premises under
an agreement to pay rent to the Defen-
dant since your return from California

Answer

I dont recollect that I did. I
might, and I might not. Upon second
thought I do recollect that Mr Goodenow
spoke to me about it, but I have no
recollection of agreeing to pay rent. I did
not care whether I did or not. I considered

I had been married—

Cross Interrogatory 55th

Did you not pay rent in part to Goodenow, by furnishing him some barrels And did you not also pay taxes on the premises, upon an express agreement—that the amount of both should be credited to you on rent of the premises,

Answer—

Goodenow came to me for some barrels, said he had the money to pay pay for them. He said something about having them on Miss Ball's account. I told him he might have them any way, he took them. I cannot say whether he paid for them or not. I dont think I paid the taxes with an agreement to apply on the rent though I paid the taxes.

Cross Interrogatory 56th

(Paper here shown to wit=ness marked Exhibit B.)

Will you look at that paper and see whether or not you wrote it and if so, at about what time?

Answer

Yes, I wrote it. I dont recollect particularly, it might have been a year

ago, My reason for writing was that she had written to me that she was coming out here. but did not come. I got tired of it and did not believe it. I wanted to stay on the place as long as I could. I did not know but she might relent. I though she had the advantage and wanted to keep it. and I meant ~~had~~ to stay on the place as long as I could.

Cross Interrogatory 57th

Have you any further explanation to the letter last alluded to

Answer

I dont know, I was in hopes I might induce her to come out here. I was in hopes if she came here. I could induce her to let me have the place.

Cross Interrogatory 58th

Did she ever write a letter to you in her life?

Answer

Yes she did.

Cross Interrogatory 59th

Have you any such letter, if so, please produce it.

Answer

I cannot produce it. I expect it is

112813-47

destroyed,
87 Cross Interrogatory 60th.
(Paper marked C. here shown to the witness)
State whether or not you addressed this letter to the Defendants,
Yes, that is my writing. I think it is the last letter I wrote Miss Ball.
Cross Interrogatory 61st (The Paper marked D here shown to witness)
State whether you addressed this letter to the defendant
Answer
Yes this is my writing
Cross interrogatory 62d
When did you cease to transact your interest in the premises
(Counsel objected to by complaints Solicitor)
Answer
Some time in September or October last
Cross Interrogatory 63d
What were the Terms and conditions of that Sale?
Answer:
We gave two Hundred Dollars per Quarter Acre;

paid me a hundred dollars cash down and two notes of fifty dollars each, one was due last January. the other is due the first of April. next. I sold one of the notes to Mr Hill the other to Mr Monroe

Cross Interrogatory 64th

How much more is it understood you are to receive if this suit is successfull

Answer

Not a dime

Cross Interrogatory 65th

Do you expect to gaine any thing, in any manner whatever in the event of Hartnett being successfull in in this suit

Answer

No, in no way shape or manner

Cross Interrogatory 66th

How much was the Land in controversy reasonably worth, at the date of your conveyance to Hartnett.

Answer

Well I had a thousand dollars offered for it, if I could give a good title, and considered it worth that, with a good title

Cross Interrogatory 67th

S.J.2813-48

Did you while negociating

with Hartnett, tell him what your testimony would be

Answer No -

Cross Interrogatory 68th

Did you tell him any-
=thing about it whatever?

Answer

I did not.

Cross Interrogatory 69th

Did you use any effort to effect a sale to Hartnett.

Answer, No

Cross Interrogatory 70th

Did you offer to sell out to any one else before you sold to him.

Answer Yes.

Cross. Interrogatory 71st

Did you before selling to Hartnett tell any one the State of the case as you have sworn to.

Answer

I had employed counsel, and had stated the case to them,

Cross Interrogatory 72nd

Did you refer Hartnett to any one for the facts that you would swear to?

Answer I have no recollection of

 Belonging to any body—

Direct Examination Resumed

Interrogatory 3d.

Do you mean to be understood that you have paid or caused to be paid all the taxes assessed against the premises in question, from the date of your purchase of Sunderline up to the date of your sale to Hartnett.

(objected to by Defendants Solicitor)

Answer

I paid all the taxes up to the time I went to California, and since I came home up to the time I sold. And I suppose my wife paid them, while I was in California—

(Last part of the answer objected to by the Defendants Solicitor commencing with the Words " and I suppose")

Interrogatory 2nd

Has the money ever been paid to Dowst, advanced by him, for taxes, referred to in your Letter Marked Exhibit B. if so by whom, were the same paid.

(objected to by the Defendants Solicitor

Answer

It has all been paid by me.

Interrogatory 3rd

What was the real value of the premises in question, at the time you received the money from Maria Ball the Defendant, as herein before testified by you.

Answer

I considered it worth three hundred dollars—

Interrogatory 4th

How much did you pay for said premises at the time you purchased them. what was the date of said purchase by you. and how much improvements had you put on the same before you received the Money from Maria Ball the Defendant—

(objected to by the Defendants Solicitor)

Answer

I paid sixty dollars for the premises in June one thousand Eight hundred and forty six I had made I suppose two hundred dollars worth of improvements thereon.

Interrogatory 5th

Had there been any Change in the

value of real estate between June 1846 and February 1849 in that Neighborhood, and if yea, how it advanced or depreciated and about how much

Answer

All the property had advanced during that time, about one hundred and fifty per cent. that is wild land without improvement

Interrogatory 6th

Why did you offer to sell said property in February or March 1849 for two hundred and twenty five dollars.

Answer

Because I wanted to go to California I had the California fever, no property would bring its worth and I had no other means to get money ~~to pledge~~ except to sell or pledge this land.

Interrogatory 7th

Why did you propose to buy said property of Maria Ball the Defendant as mentioned in your Letters Marked B. C & D.

Answer

Well when I found my wife had not got the title as I expected, I supposed that as the time had run out that I was to redeem it, that there was a poor prospect of my getting

it. that I was entirely at her mercy, and I thought by writing these letters that I might endeuce her to let me have it according to agreement I did not suppose I could get it without she would let me have it—

Interrogatory 8th

When did you first consult a Lawyer for the purpose of ascertaining what your legal rights were in the premises.

Answer

I think it last August

Interrogatory 9th

Was the Brother of the Defendant of whom you have made mention, present at the Meriden office at the time you say that he Dowst ~~offered~~ said to Redeem. if you did not—

Answer I believe he was.

Interrogatory 10th

What part if any did he take in the negociations

Answer

I do not think he took any part in it.

Interrogatory 11th

What do you mean by the term "possession" which you have used, in your

94 answer to the twenty first Cross Interrogatory

Answer.

By "Possession" I meant title

Interrogatory 12th

What had you understood to be the business of Maria Ball the Defendant previous to the time that she came to your house

(objected to by the Defendants Solicitor)

Answer

Loaning Money.

Interrogatory 13th

Did you understand what rate of Intrest she usually charged for her money. if yea. State as you understood the same.

Answer.

I had understood before she came to my house that She charged twelve per cent

Interrogatory 14th

You say in your answer to the Cross Interrogatories that you took no written agreement for reconveyance of the premises on payment of the money. Why

S 12.813-01

did you not take such a writing?

Answer

Well I do not know why, because I did not know enough I suppose, I supposed she would stand to her agreement any how, I relied on her honor.

Interrogatory 15th

If you agreed to pay rent as you say you might have done as mentioned in your answer to the 53rd Cross Interrogatory Why did you so agree to it?

Answer

I was expecting Miss Ball out here, and I wanted to keep matters as quiet as I could till I saw her, was in hopes when I saw her I could get a title back of the premises.

Interrogatory 16th

If two hundred and fifty dollars was offered to Miss Ball the Defendant by your wife as your Agent, through Mr Goodenow agent for the Defendant for the purpose of redeeming said premises. State if you know, why, she did not accept the same, and also your means of knowledge as to the same.

On the Answers of the 14th to Interrogatories on the part of Complainant to be read to witness Deposing at Chicago Illinois Monday March 8th 1858, Direct pursuant to adjournment. All parties being present the Complainant by Solicitor, The Examinations adjourned, Commencing at the Same as yesterday, 15th Interrogatory on the part of Complainant Wm C Bouchelle Thursday 6

96

(objected to by the Defendant's Solicitor

Answer.

Mr Goodenow told me personally, that if there had been four or five dollars more offered she would have accepted it, that it did not amount to the principle and interest at twelve per cent but lacked four or five dollars.

(answer objected to by the Defendants Solicitor

Interrogatory 17th.

You say in your answer to the fifty third cross Interrogatory that the complainant paid you two hundred dollars for a quit claim deed of the premises. State who was to pay the two hundred and twelve dollars and Interest thereon to the Defendant.

Answer

I suppose Lee was,

Interrogatory 18th

In the agreement between you and Hartnett relating to the sale of the premises in Controversy, are you under any obligation to Hartnett, to pay the amount of the incumbrance the defendant, or any part thereof (objected to by Defendants Solicitor)

Answer. I do not know,

Interrogatory 19th.

L 1A813-52

At what time was the Statement made to you by Mr Goodenow in which he stated the reasons why the Dependant would not accept the two hundred and fifty Dollars.

Answer

I think it was soon after I got him from California, which was in August A.D. 1851.

Interrogatory 20th

State if you know whether at the time you speak of in your answer to the last Interrogatory, whether or not Mr Goodenow was at that time acting as the agent for Miss Ball the Defendant, and your means of knowledge.

Answer

Mr Goodenow told me that he should not do business for Miss Ball much longer that she did not do business in an honorable way as he should.

(answer objected to by Defendant solicitor)

Richard Shotwell

March 8th 1856 Upon the conclusion of the taking of the foregoing deposition of said Richard Rodwell by agreement of the Counsel and Solicitors of the respective Parties, the further taking of depositions herein is continued to May the 23rd 1856 at the office of the Master at 10 o'clock A.M.

And now on this 23d of May A.D. 1856 at my office in Waukegan, the Solicitors of the respective parties being present and also Samuel M. Dorst the witness to be examined,

And the said Samuel M. Dorst being first duly sworn. To the interrogatories propounded to him deposes and says as follows,

Interrogatory 1st

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

Answer

My age is forty years My occupation Land agent, Residence Waukegan Illinois

Interrogatory 2d

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

Yes I am, have known Complainant

[12813-53]

49 since about A.D. 1847 and the Defendant since about A.D. 1840

Interrogatory 3rd

Do you know Richard Shotwell if yea, State how long you have known him

Answer I know Richard Shotwell, have known him for thirty years

Interrogatory 4th

Did you at any time previous to the 26th. February A.D. 1847 Loan any Money to Richard Shotwell, if yea. State the time, the amount, how secured, and whether or not the same has been paid, and if so when—

Answer—

previous to that time/26 February A.D 1847 I was constantly in the habit of letting him (said Shotwell) have small sums of Money at or about that time. I gave my note to David Kellogg and another person. for Lumber for the use of said Shotwell to the amount of Eighteen or Twenty Dollars, to secure which, said small sums and the payment of said note. the said Shotwell gave me a deed of three acres of land on the South side of Lot 6 in section Sixteen in Town 45 South of Range 12 East of 3d P.M. the said sum

and the amount of said note together were fully paid to me by said Shotswell, I think it was paid before the deed was given from Shotswell and myself to Maria Ball,

Interrogatory 5th

Do you know of Richard Shotswell receiving any money of Maria Ball the Defendant at any time. if yea, State the time, place, terms, and conditions, which it was received and the amount received?

Answer

I know of Richard Shotswell' receiving some money from Maria Ball. I think the amount was two hundred and twelve dollars it was in the Recorders office Pike County Illinois about the time the deed from Shotswell to her bears date. He Shotswell wished to go to California, and wished to raise money on the said three acres of land, by Sale or otherwise, and as I understood got the money from Miss Ball, for that purpose to go to California

Interrogatory 6th

Was there any thing said on the subject of repayment of the money, the two hundred and twelve dollars) with interest at the time the deed was executed, if yea. State what was said upon

that subject and by whom said

(question objected to by Defendant's Solicitor)

Answer

there was a conversation in my office at the time the deed was executed, Miss Ball said that she did not want to buy any land. She wanted twelve per cent interest on her money, and she did not know as the land would be worth the money and twelve per cent interest. She told Shotwell he might have the land any time by paying the money and twelve per cent interest. Miss Ball was afraid she was paying more money for the land than it would even be worth.

Interrogatory 7th

Was there any agreement by Shotwell or any other person made at that time to redeem said premises, if yea state what agreement was made, and by whom made

(objected to by Defendant's Solicitor on the alleged cause of the same being leading).

(Last Interrogatory withdrawn by Complainant's Solicitor

Interrogatory 8th

Was there anything said on the subject of redeeming said premises at the time said deed was executed, if yea, what?

by whom

Answer

Miss Ball expressed great fears that she would not get her money back and twelve per cent interest. Mr Shotwell promised to send from California the first money he obtained to repay her the money and twelve per cent interest. Miss Ball said she thought she was paying more for the land than it was worth. and that it was uncertain about his sending the money back. When I told her that if he did not send the money back. I would pay the amount and twelve per cent interest, upon which, she said that she was satisfied, and gave him the money and took the deed.

Interrogatory 9th

Who drafted the deed Executed by yourself and Shotwell to Maria Ball.

Answer I did

Interrogatory 10th

At whose request did you draft the deed-

Answer

Miss Ball and Mr Shotwell came to my office as I supposed for the purpose of having the deed drawn according to some previous

arrangement between them, after the conversation above alluded to the deed was drawn—

Interrogatory 11th

What was the value of said three acres of land, on the 26th of February A.D. 1849

Answer

I should think from two hundred & fifty to three hundred dollars

Interrogatory 12th

What was its value in the Month of September or October A.D. 1855

Answer

From one thousand to fifteen hundred dollars.

Interrogatory 13th

Do you know anything by information or otherwise of Shotwell having sent the money from California to redeem the premises in question? if you, State what you know on that subject

Answer

I know Shotwell's wife received about May A.D 1851 a Draft from California said to have been sent by Richard Shotwell for the amount of two hundred and fifty or ~~—~~ fifty three Dollars. Does not certainly whether it was Two Hundred and fifty or two Hundred fifty three Dollars

but is my impression that it was Two Hundred and fifty three Dollars

~~Hundred and fifty three Dollars~~, which she placed in my Brothers hands and said she should pay it to Miss Ball if she Miss Ball would take it on the land that, that was the purpose for which she was intending to use it.

Answer objected to so far as the information is derived from the Statement of Mrs Shotwell.

Cross Interrogatories by the Defendants Solicitor Mr Frazier.

Cross Interrogatory 1st.

Do you remember distinctly whether Miss Ball paid Shotwell the whole sum. Two Hundred and twelve Dollars ~~Dollars~~ at the time of the Delivery of the deed to her

Answer

I think she did not, there was a portion to be paid to Shotwell's wife after he should have gone to California. that is my impression now I understood that some of the money was left in Miss Ball's hands to be paid to Shotwells wife. Something like about thirty dollars as I understood

Cross Interrogatory 2nd

Were any other papers but the deeds made by any of the parties

if so please state what they were——

105 Answer

No other papers that I know

Cross Interrogatory 3rd

Did either of the parties give specific directions to you concerning the kind of papers to be made or was that matter left to your own judgment.

Answer

I think they told me to make a warranty deed

Cross Interrogatory 4th

Was there any conversation between them in your hearing, concerning the papers proper to be made, to accomplish their intention?

Answer

No I do not recollect that there was

Cross Interrogatory 5th

Did Shotwell and Miss Ball come to your office together?

Answer

I think they did

Cross Interrogatory 6th

What did they, or either

of them first say in your hearing concerning their business—

Answer

I do not think I could tell

Cross Interrogatory 7th

State whether or not they informed you, whether the transaction, which they had agreed upon, was a purchase or a loan

Answer

They did not.

Cross Interrogatory 8th

State why you Executed the deed jointly with Shotwell and Wife?

Answer

Well I dont know as I can state the reason that operated on my mind to sign the deed, because I now see, that there might have been three reasons, and they might all have operated, or only one, and if but one, I cannot say which—

Cross Interrogatory 9th

Had you not then the paper title by virtue of the previous deed to you from Shotswell?

Answer

Yes I had it then.

Cross Interrogatory 10th

Was it your intention

1/2913-09

by signing that deed to become as security Liable for the payment of Money, otherwise than upon breach of the covenants in the deed.

Answer

I cannot say My impression now is, that I might have signed that deed as a warrantee of the goodness of the title, and of it being free and clear from incumbrances, or I might have signed it because I held the Legal title to said Land, or I might have signed it in consequence of the agreement made by me to pay the two hundred and twelve dollars, and twelve per cent interest for the Land. When I first knew that my name was signed to the deed My impression was, that it was so signed in consequence of my agreement with Miss Ball to pay the two hundred and twelve dollars and twelve per cent interest. but since I have ascertained that I then held the Legal title, I cannot say for what reason, or in what relation I signed said deed—

Cross Interrogatory 11th

Was there any thing said about redeeming or purchasing back the premises, before Miss Ball Expressed her fears that she could not make two hundred and twelve dollars and twelve per cent

per annum out of the premises –

Answer

I do not recollect but I think not

Cross Interrogatory 12th

Please state whether or not you did not since offer to purchase the premises of Miss Ball, at a price greatly exceeding the two hundred and twelve dollars and twelve per cent per annum thereon –

Answer

I offered to Mr Gardenier three hundred and fifty dollars, for the premises, one hundred and fifty dollars down, and ballance one and two years with ten per cent interest I think about two years ago –

Cross Interrogatory 13th

Did Miss Ball seem to hesitate about closing the contract on account of an apparent impression that she might be paying too much for the land?

Answer

Yes I think that was so. She wanted to be sure of the money she paid, and twelve per cent interest.

Cross Interrogatory 14th

State whether or not Miss Balls Brother was present during the conversation at the Recorder's Office

Answer

I cannot tell, I do not know Miss Balls. Brother

Cross Interrogatory 15th

State whether or not you had at any time prior to the date of Miss Balls deed, been Recorder of Deeds for this County, and whether or not you had had considerable Experience as a conveyancer

Answer

I was Recorder of this County from September A.D. 1843 to September 1847 and had had considerable experience in Conveyancing—

Direct Examination resumed by Complainants Solicitor

Interrogatory 1st

What was the Value of the Land at the time you say that you offered three hundred and fifty Dollars for it, as Specified in your answer to the 12th Interroga-tory?

Well I think it was with from five to six hundred Dollars

Interrogatory 2nd

Who was in possession of the premises immediately after the Money or Draft was received from California for the purpose of Redeeming the premises, and who continued in possession until now?

Answer

I think very soon after the Draft was received from California Richard. Shotwell's wife and family moved back on to the premises and continued in possession until the sale to Hartnett and Hartnett continues in possession now

Interrogatory 3rd

What means have you of knowing who has been in possession and claiming acts of of ownership over said premises since the time you say the deed was Executed from Shotwell and wife and yourself to Miss Ball.

Answer

I owned the adjoining premises and have been there as often as twice a week

on an average, during the Spring, Summer, and Autumn of each year since that time,

Interrogatory 4th

Do you know of any other person or persons other than Shotwell and Hartnett claiming possession of said premises since February A.D. 1849.

Answer

I do not, Except that there was a family by the name of Robinson, and I think, another by the name of Stone lived in the house a short time, while Mrs Shotwell and family were at her Fathers.

Interrogatory 5th

What were the usual modes in 1849 & 1850 of Securing the Loan of Money when Real estate was given as security in this place and Vicinity?

Answer

When parties had confidence in one another, as common a way as any, was to give a Warrants And—

Cross Interrogatories Assumed by Mr Frazier the Solicitor for Defendent

112 Cross Interrogatory 1st

When the security for a Loan on Real Estate was taken by absolute Deed of Conveyance as specified in your last answer, was it usual or not to take a note or other obligation for the repayment of the money loaned—

Answer

It was not

Cross Interrogatory 2nd

Were such transactions common among persons who were Strangers to each other.

Answer

I think they were pretty common at about that time—

Cross Interrogatory 3rd

Were Stem and Robison both occupying the premises at the same time?

Answer

No they were not, and I do not know as Robison occupied them at all. I have an impression that Mrs Robison his wife did. that Mrs Shotwell gave her permission to do so, but I think if Stem occupied the premises, it was by permission of Mr Hiram Butrick

Cross Interrogatory 4th.

113 Do you know by whose permission and on what terms Mrs Shotwell occupied on and after moving back to the premises as mentioned in your answer to the second examining interrogatory—

Answer

I do not

Samuel M Dorst—

State of Illinois
Lake County } ss I William A Boardman Master in Chancery in and for said County before whom the foregoing depositions of the said Richard Shotwell and Samuel M Dorst Witness whose respective names are severally subscribed to their respective depositions were taken in pursuance of Notice do hereby certify that previous to the commencement of the examination of each of said Witnesses in the said suit between the said George M Hartnett complainant and the said Maria Ball Defendant, they were severally sworn by me to testify the truth in relation to the matter in Controversy between the said John M Hartnett complainant and the said Maria Ball Defendant so far as

they should be severally interrogated concerning the same, that the said depositions were taken at my office in Waukegan in said County, that the deposition of said Richard Shotwell was taken as aforesaid on the seventh and eighth days of March A.D. 1856 and that after the same was taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said Witness Richard Shotwell. and that thereupon the same was signed and sworn to by the said deponent Shotwell before me. the oath being administered by me at the County aforesaid and on the day last aforesaid. And I do further certify that the Exhibits hereto annexed Marked respectively "A." "B." "C." & "D" and referred in the interrogatories, answers, and depositions of the said Witness Richard Shotwell are the real and identical papers referred to, and severally produced on the examination of said Witness the same as are respectively referred to in the interrogatories to, and the answers of the said Witness Richard Shotwell

And I do further certify that the deposition of the said Samuel M Dowst was taken as aforesaid on the twenty third day of May A.D. 1856 The said Solicitors having agreed to take up the examinations of said

Dowst on said day, and that after the same was taken before me as aforesaid, the interrogatories and answers thereto were read over to the said Witness Samuel M. Dowst. and that thereupon the same was signed & sworn to by the said Reponent Samuel M. Dowst before me. the oath being administered by me at the County aforesaid, and on the said 23rd day of May A.D. 1856

In testimony whereof I have hereunto set my hand at Waukegan this twenty third day of May A.D 1856

William A. Boardman
Master in Chancery
for Lake County
Illinois

Witness' fees

Richard Shotwell 3 days attendance $2.00

S.M. Dowst one day attendance $1.00

William A Boardman Master in Chancery fees for taking the two foregoing Depositions of Richard Shotwell & Samuel M Dowst. $8.18.50

116 This Indenture, made the fifteenth day of May, in the year of our Lord eighteen hundred and Forty seven, Between Richard Shotwell of Lake County Illinois, party of the first part, and Samuel M. Dowst of the same place Witnesseth, That the said party of the first part, for and in consideration of the sum one hundred & fifty 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 Lot, piece, or parcel of Land, situate, lying and being in Lake County Illinois, known and described as follows, (to wit) Commencing at the South-west corner of Lot number Six (6) of Sec-16 Township Forty five (45) North of Range number twelve (12) East of 3rd P. M. as platted and recorded by the Trustees of School Lands for said Township, running thence East to the South East corner of said Lot, Thence North seven (7) rods Thence West parallel with the south line of said Lot to the west line thereof, Thence South along said west line to the place of beginning - Containing three (3)

112813-63

acres more or less—

Together with all and singular the hereditaments, and appurtenances thereunto be=longing, or in any wise appertaining, and the reversion and reversions, remainder and remain=ders, 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 hered=itaments 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 Richard Shotwell for himself and his 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 ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good sure, perfect, absolute and indefeasible estate of inheritance in the 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 of all former and other grants, bargains, sales, aliens Judgments, Taxes, —

(Exhibit A.)

118 assessments, and incumbrances, of what kind and 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, will warrant and forever defend.

In Witness Whereof, the said party of the first part has thereunto set his hand and seal the day and year above written.

Sealed and delivered
in presence of
Nath.l P Dorst. Richard Shotwell. (L S)

State of Illinois }
Lake County } ss I. Nath.l P Dorst Probate J.P. in and for the said county, in the state aforesaid do hereby certify, that Richard Shotwell personally known to me as the same person, whose name is subscribed to the above instrument of writing 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, for the uses and purposes therein set forth,

Given under my hand and seal this fifteenth day of May A. D. 1847.

Nath.l P Dorst P J P. (L S)

Exhibit (B.)

Sir

Having heard that Wm Dowst has been busy a telling you long stories about the last year tax on Miss Balls lot I thought I would let you know the truth about it. I went to him with the money to pay my first tax. he told me that he have paid it, and it did not make any diffrence to him. if I did not pay him till I could make it convinient I have seen him several times since and he has never said anything and he was in my house the day he had seen you and did not say anything, but I have found out what it was for he did that to make Miss Ball sell the place. he wants to get it for his Brother in law but whatever he offers for the place. I can get 50 dollo

120 more and maybe 100 more and if you write to Mrs Ball tell her so. I shall pay last and this years tax next saturday

Yours &c Shotwell

Waukegan May 1st 1854

Madam.

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

Yours &c Richard Shotwell

Please send and answer as soon as convenient.

Contract (&c)

S[12-813-44]

121

Waukegan April 8th 1853

Madam.

Being about to sail on the Lakes. I thought before I left I would write you again about this place. as I am anxious to get it for my own use. And as the house is a going to rack as fast as possible. it must either be removed or a new underpining put to it. and new plastered. the cost will be about 75 dolls. and the fence must soon be rebuilt. and as nails are 4 dolls per hundred it will cost considerable

I have fixed it up pretty well for this year and soon fix the house temporarily so as to prevent its falling until I get word from you, which I hope to be very soon. And I expect you will let me have the place for what I offered last summer $500. Every one thinks I have a right to it. not only on account of the price offered but your own agreement to let me have it when I got home at a fair interest, of that I have plenty witnesses. But do not wish to take any advantage. The fact is I want a home for my little ones, and this seems to me more like home than any other place, and I felt bad when You was going to let Mr Hill have it. I instantly offered your agent 50 dolls more and was in hopes when I offered you what I have being more than I could afford, I should get it at once. The money is yet ready for you all cash down, and I hope you will write on receipt of this, and give me an answer, and please send a favorable one.

Yours Richard Shotwell

Col. Eliot (D.)

The Deposition of Nathaniel Goodenow a witness of Lawfull age, produced, sworn, and examined on his corporal oath before me William H Boardman Master in Chancery, for Lake County Illinois at my office in Waukegan on the 24th day of May AD 1856 at the hour of ten o'clock A.M. of said day. The parties agreeing by their solicitors to take this deposition before me. and the same being taken at the instance of the complainant to be read in Evidence in the trial of a certain suit in Chancery now pending in the circuit Court of Lake County, wherein John M. Hartnell is Complainant and Maria Ball is Defendant. in behalf of said Complainant. The said witness having been first duly sworn by the said Master in Chancery as a witness in the said cause to testify the truth as well on the part of the Defendant as the complainant. in said suit in relation to the matters in Controversy between the said Complainant and said Defendant should be interrogated Concerning the same. The Complainant being present by Mr Parks his solicitor and the Defendant appeared by Mr Forgier her solicitor.

And the said Nathaniel Goodenow being first duly sworn, to the interrogatories propounded to him deposes and says as follows.

Interrogatory 1st

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

Answer

My age is forty six years, occupation, farmer. Residence Town of Newport Lake County Illinois —

Interrogatory 2nd

Do you know the parties in this suit. If yea, how long have you known them respectively

Answer

I am well acquainted with Mrs Bell have been acquainted with her from Childhood. have been acquainted with Hartnett for about nine years.

Interrogatory 3rd

Do you know Richard Shotwell and his Father William D Shotwell, and did you Know Richard Shotwell's wife in her life time. If yea, state how long have you known them respectively

Answer

I know all of them, have been acquainted with Richard Shotwell and with his wife and with Wm D Shotwell, some eight years Mrs Shotw

departed this life sometime last summer—

Interrogatory 4th.

State if you know where Maria Ball the Dependant was stopping from the first of February A.D. 1849 to the first of September 1855.

Answer

She was at my house in 1849. when she bought the place. She went away to DuPage County in the spring or summer following She went from there in the fall to North=Boro in the State of Massachusetts— as near as I know. The letters that we have received from her were dated at that place. I suppose she lived there up to the first of September 1855. from her letters and from her statements to me.

(answer objected to, all that part of it which is not responsive to the question)

Interrogatory 5th

During the stay of Defendant Miss Ball in Massachusetts. State if you know who has acted for in transacting business in this County. Jesse.

Answer

Mell she wrote to me sometime in the winter or early spring of 1856 wishing me to see to her place and rent it. I continued to

125 act for her till about two years ago. I
wrote to her that I could not attend to her
business any longer as I was living so far
away. (This answer objected to by the Complainant's
Solicitor as not being responsive to the question)

Interrogatory 6th

Was there ever any money
offered to you as Agent for Miss Ball the Defend-
-ant. If yea, State by whom it was offered, for
whom it was offered. and for what purpose. and
the time when—

Answer

There was no Money offered as I
remember

Interrogatory 7th

Did ever any person call
upon you as the agent of Miss Ball. and state
in substance that they had money that they
wished to pay to her. If yea. State who the
person or persons were that made the Statement,
the time when. and the purposes for which
they wished to pay the money to her—
(question objected to by the Defendants Solicitor)

Answer

Mrs Stelwell wife of Richard Stelwell

Called upon me and said her husband had sent her some money and wished to buy the old place back. and if Miss Ball did not conclude to sell it She wanted to rent it. and my wife wrote to her (Miss Ball) stating these things. She (Mrs Shotwell) stated that she would give two hundred and fifty dollars if she (Miss Ball) would sell it. and that if Miss Ball would not sell it. she Mrs Shotwell, would pay twenty five dollars a year rent. all that part of this answer which is not responsive to the question is objected to by the Complainants Solicitor

Interrogatory 8th

Was there any figuring or any computation at that time by any one present to determine how much money Miss Ball the Defendant was entitled to, or had a right to demand for the premises

Answer

I never knew as I remember of—

Interrogatory 9th.

Was there any percentage mentioned that she, the Defendant, was entitled to over and above the Amount of money she paid to Richard Shotwell?

Answer

No, not as I remember of—

Interrogatory 10th

Was any other person present at the time Mrs Shotwell told you that she had the money, and took any part in the conversation, other than yourself and Mrs Shotwell. if so, who?

Answer

I do not remember of any other one - I remember of meeting her in the road once, and her speaking about it—

Interrogatory 11th

Did ever any person call at your house, to enquire the residence or post office address of Maria Ball, alledging that they wished to write her on business matters between herself and Richard Shotwell. if yea, state who the person or persons were, and what information, if any, was given.

Answer

I dont remember. I could not say whether there was or not. and now it does strike me. that there was some one, Mr Dorsett or Richard Shotwell asked me for her address I think it was after Richard Shotwell came home. I remember nothing previous—

128 Interrogatory 12th

Were you present at any time when an arrangement was made between Mrs Shotwell and any other person, to communicate to Mrs Ball by letter that she Mrs Shotwell had received Money to be paid to her the Defendant if yea, State when it was, and with whom the arrangement was made, and the amount of Money money mentioned, / question objected to by the Defendants Solicitor

Answer

I dont remember of any such trans-=actions

Interrogatory 13th

Did you while acting as the Agent of Miss Ball. Defendant. have any correspondance with her on the subject of business matters between her and Richard Shotwell if yea, State by whom the letters to Miss Ball on the subject of her business were written?

Answer

Yes, Sometimes I would write and sometimes my Wife would write,

Interrogatory 14th

Did you ever by yourself or wife communicate by letter, to Miss Ball the

[illegible]

Defendant the offer of Mrs Shotwell to pay two hundred and fifty dollars or any other sum for a title to the property in Controversy

Answer

Yes, I think she did. I dont remember which one, whether it was by self or wife.

Interrogatory 15th

Did yourself or wife ever receive an answer to that letter

Answer

I think she did

Interrogatory 16th

Have you seen reply, or the answer?

Answer

I have not.

Interrogatory 17th

Have you made diligent search for it, and if yea, state the result.

Answer

We have searched the house over and could not find it.

Interrogatory 18th

Have you any reason to believe that the letter last referred to, could be found by further exam-

=ination for the same.

Answer

I do not think it could.

Interrogatory 19th

Please state the contents of that letter.

Answer

As near as I can recollect she (Miss Ball) wrote that the offer of Mrs Shotwell would not amount to what she Miss Ball paid for the place and the interest the amount of interest I dont recollect but it strikes me as ten per cent. It seems to me as though she wrote that she did not care about selling it or something like that.

Interrogatory 20th

Where is Miss Ball stopping now?

Answer

At our house. at my place.

Interrogatory 21st

Is she any way related to your =self or family. if so. how?

Answer

She is Cousin to Mr

Interrogatory 22nd

How long has she been

Stopping at your house at this time?

Answer

About the first of January last She came to my house. has been there since except She has been absent in DuPage County about four weeks—

Interrogatory 23rd

Has any one within the last Eight months and previous to the filing of the Bill in this cause, called upon you, and made any propositions to you as the agent of Miss Ball to pay for Mr Hartnett the complainant the amount of money which Richard Shotsnell received of Defendant and twelve per cent interest, therein to redeem said premises, or for any other purpose? if yea state when it was, who it was, that so called on you and who was present at the interview

(question objected to by the Defendants Solicitor)

Answer

I do not remember the particulars of it I think I remember Mr Parks asked me if it could be made to appear to Miss Ball that the money was Loaned if She would receive it, or something like that there was there Capt Shotsnell, Henry Porter, and Schadrack Gerry The two last named were there only a part of the time. (compliments objected to all that part of the answer which is not responsive to the question)

132 Interrogatory 24th.

Did or did not Mr Parks state to you in substance that he came there to enquire into the matter on behalf of Mr Hartnett the complainant. and inform you that Mr Hartnett appd in person was that he was ready and willing to pay the two hundred and twelve dollars and twelve per cent interest per annum. thereon to redeem said premises (question objected to by Defendants Solicitor)

Answer

I think that was the substance of what he said. I cannot remember word for word—

Cross Interrogatory's by the Defendants Solicitor Mr Frazier —

Cross Interrogatory 1st

Look upon this letter marked "A" here produced and say whether or not it is the same referred to in your answer to the 5th Interrogatory in Chief. (question objected to by the Complaints Solicitor)

Answer

I think that is the one—

Cross Interrogatory 2nd

Untill about the commence-ment of this suit, did Either Mr or Mrs Hartnett

1/2913-93

or any other person for them, so far as you know, ever claim that Shotwell had a right to redeem the premises in dispute?

Answer

I heard Richard Shotwell say that she, Miss Ball had agreed to give him the first chance to buy it. I never heard any of them claim that Shotwell had a right to redeem it —

Cross Interrogatory 3rd

State any and all propositions, if any are known to you, of Richard Shotwell to purchase the premises from Miss Ball. and what prices he offered, before the commencement of this suit (question objected to by the complainants Solicitor as not being proper a cross examination)

Answer

I remember one time, that he offered to purchase, and wanted me to write to her, I dont recollect the exact amount; He thought he could get his Father to sign with him, I think the amount he offered was in the Neighborhood of three hundred dollars, He said once that he did not require her to give him a deed, till two paid then was another time at my house that he offered and wanted to buy it. He had heard that Thomas still wanted to buy it. He offered to give more than

Mr Hill would. I could not recollect how much he offered.

There was another time. He wanted I should see Mr Gray, that he should buy it, that he thought Gray would buy it. I called to see Gray at his request.

Cross Interrogatory 4th

State as near as you can the dates of the interviews

Answer

It would be impossible to tell as to the first, the last I can tell something near. It was something like two years ago.

Cross Interrogatory 5th

Was there any pretence by Shelton in any of those interviews with you. That he had borrowed money of Miss Ball? (question objected to by the complainants Solicitor as not being Cross examination)

Answer

I never heard him intimate that may

Cross Interrogatory 6th

(The paper marked "B" here shown to the witness) Look upon this letter and state whether the last letter of Miss Ball to you, the contents of which are stated in your answer to the 19th interrogatory in chief, was an answer to this letter or

well as the one previously written to her by your wife & spoken of in this letter.

Answer

Yes I think it was.

Cross Interrogatory 7th.

State whether the letter shown to you marked "A" was received by you, by course of Mail or not.

Answer

I think it was.

Cross Interrogatory 8th

State whether any portion of its present contents have been added since you received it or not.

Answer

No nothing has been added.

Cross Interrogatory 9th

State whether or not you received it shortly after its date?

Answer

I could not remember but I presume I did.

Cross Interrogatory 10th

State whether at the interview mentioned in your answer to the twenty third & 24th Interrogatories in chief, any money was produced or shown to you by Mr Parks or Hartnett or any body else—

136 Answer

There was none

Cross Interrogatory 11th

State whether or not, after receiving Miss Balls Letter declining the price offered by Mr Shotswell, You rented the premises in dispute to Mrs Shotswell, and if so, for how long and on what terms—/question objected to by Complainants Solicitor/

Answer

Yes. I rented it to him for twenty five Dollars a year. The length of time that she rented it I do not remember.

Now at this time the 28th of May 1856 on the assembling of the aforesaid last and Eleventh Cross Interrogatory, by agreement of the parties the further Examination of the Witness is postponed and continued to the 31st May instant at ten o'clock A.M. and now at this time 31st May 1856 the parties are and the Witness appeared and the examination proceeded—

William A Beaumont
Master in Chancery

Direct Examination Resumed

Interrogatory 1st

You say in your answer to the Second Cross interrogatory that you had heard Richard Shotswell say that Miss Balls had agreed to give him the first chance to buy the premises

S/A 813-72

in question, and that you never heard any of them claim that Richard had a right to redeem the premises. Do you mean to be understood as saying that neither Richard nor his wife ever claimed in your hearing, or till about the time of the commencement of this suit that he Shotwell had a right to buy the premises back at the sum paid and the interest thereon, provided he sent the money from California for that purpose?

Answer

I do mean to be so understood?

Interrogatory 2nd

What did you understand by the Statement of Richard, testified by you in your answer to the second Cross Interrogatory

(question objected to by the Defendants Solicitor)

Answer

That she was to let him have the first chance to buy it when she got ready to sell it.

Interrogatory 3rd

Have you ever said in the presence and hearing of any one in substance, that Mrs. Ball did not do right in withholding the title to the land in question, when the money was offered and the interest thereon by Richard Shotwell's wife if you, state the time and place, and in whose presence you

13

Interrogatory 7th

Where was Richard Shotwell's wife at that time?

(objected to by Defendants Solicitor)

Answer

I think she lived at Mr Skinner's her Fathers

Interrogatory 8th

How often about were you in the habit of meeting Mrs Shotwell and her mother from the time Mr Shotwell went to California up to the time you mentioned that Mrs Shotwell proposed to buy the place back. (question objected to by Defendants Solicitor)

Answer

I used to see them frequently sometimes two or three times a week, sometimes once a month

Interrogatory 9th

Now I do understand you as saying that you never heard Mrs Shotwell, her mother or any other person say any thing upon the subject of Mr Shotwell getting the land back until after it was said that the money was sent from California for that purpose?

Answer

I do not remember of any one's saying any thing about it—

140 Interrogatory 10th

Have you ever seen the letter written by your Wife in which you say she communicated the proposition of Wm Shotwell to pay two hundred and fifty dollars for the place. if yea, State when you last saw it. (question objected to by the Defendants Solicitor)

Answer

Do not remember of having seen ~~seen~~ that letter.

Interrogatory. 11th

Have you had any conversation with Miss Ball the Defendant or with Wm Fitzgerald the Counsel for Miss Ball relative to the letter last referred to since Miss Ball returned to your house in January last.

Answer

I remember of no talk with either of them concerning that letter.

Interrogatory 12th

Do you know of your own knowledge or from Statements made by Miss Ball where the Letter last above referred to now is?

Answer

I do not.

Cross Examination Resumed.

Interrogatory 1st

State what, if anything you have heard Miss Ball say about never having received

the letter last alluded to by Mr Parker.

(objected to by the Complainants Solicitor)

Answer

I do not remember having heard her say anything about it

Cross Interrogatory 2nd

State whether or not Mr Frazier did not request Miss Ball and yourself to hunt up and hand to him all the letters and correspondence between yourself and your wife and Miss Ball, since the transaction with Mahomed in 1849 and if so, state whether either yourself or Miss Ball, or for as you know has kept back any letter which could be found

(objected by the Complainants Solicitor)

Answer

Yes Mr Frazier did so request, there is no letter kept back as I know of, that could be found, all the letters we could find were given to Mr Frazier

Bethel Goodnow

State of Illinois)
Lake County) ss

I William A Boardman Master in Chancery for said County before whom the foregoing depositions was taken, of the said Bethuel Goodnow whose name is subscribed to the same do hereby certify that said deposition was

taken before me by agreement of the Solicitors of the respective parties, and that previous to the commence=ment of the Examination of the said Nathaniel Goodenow as a Witness in said suit between said Parties, He was duly sworn to testify the truth in relation to the matters in controversy between said John M Hasbrouck Complainant and said Maria Ball Defendant so far as he should be interr=rogated concerning the same. That the said Dep=osition was taken at my Office in Waukegan in said County of Lake on the twenty fourth and thirty first days of May A.D. 1856 and that after the said Deposition was taken by me as aforesaid the interr=rogatories and answers thereto as written down were read over to the said Witness and that thereupon the same was signed and sworn to by the said Dep=onent Nathaniel Goodenow before me the Oath being administered by me at the County aforesaid on the said 31st of May A.D 1856 and I do further certify that the Exhibits hereto annexed Marked "A" and the Exhibit Marked "B" hereunto annexed are the identical papers and Exhibits produced on the Cross Examination of said Witness and referred to by the said Witness in his answers to the interrr=ogatories concerning the same.

In Witness whereof I have hereunto set my hand at Waukegan this 31st day of May A.D 1856. William A Boardman

Master in Chancery

12 813 75

Notary fees
Nathaniel Goodenow } $2.00
2 days attendance

W^m H Boardman
Master in Chancery } $6.50
fees for taking
this Deposition

Middletown March 3^d 1850

Dear Cousin

As Edward is going to write an answer to Nathaniel he could not fill the sheet, so I thought I would write a few lines to give our friends about here as well as usual. Uncle E Hastings has been very sick, but the last I heard he was getting better. Grandmother made us a visit a few weeks ago, She seems to hold out remarkably well as to her health and retainment of her faculties. I have not seen your sisters since I came home, but intend to visit them soon. We heard from them a short time since, Susan's health was better than it had been for some time though they still fear she is in a decline She rode over to Berlin this winter with her husband and Rebe-

Ex Exhibit (50)

——— I found there was quite a change in our Neighborhood when I came home, some here dead, others here removed, and strangers fill their places. There has been something of a change. ———

———

———

——— I would just say with regard to my house and land. I wish Nathaniel would see to it and let it for another year. My love to yourself and family, neighbors and other friends

Mrs Elizabeth Gardenier — Maria Bell

Northborough March 4th 1850

Dear Cousin

I received a letter from you the 28th of Feb requesting answer on as soon as convenient. I think there cannot be any doubt but Mr Durham got the letter and note, as I put it into the office myself and paid the postage. I got a Lawyer in Chicago to write it and give him directions how to proceed. If you have not heard from him since you wrote, I think you had better go and see him and find out how the situation of it is and do what you think best to get it collected as soon as possible. If he has not received the letter you had better go to the Post-Office at Genoa and enquire whether there has been such a letter there for Mr Henry Durham. There possibly may be a mistake in the name. The letter was mailed Oct 17th 1849, at Chicago — If never taken out I suppose

145 it will have been advertised, and you will I hope be able to find where it is. I do not think of any thing more to write concerning this. We are all well except some of the Children have got the [illegible]. The weather this winter has been very mild, except one or two cold snaps. We are having a heat as cold a spell now as we have had this winter. We have had some weeks of good Sleighing. The rest of the time mild weather and bare ground——

Dec 4th 1850,

Deer Cousin

I thought that I would write a few lines to you, presuming that you did not receive the letter that Elizabeth wrote 2 months since, / Mrs Whitmore has received $250 from her husband and wants to buy her old place back again. She says she will pay ($250) for it and no more. We have been looking for a letter from you for over two months, and have concluded that you either did not receive the letter that E wrote or that you had gone away somewhere. I will give you my advice and then you can do as you please. If you do not intend to come out here and see to your place

Cor. Oct 1851

in the Spring, you had better sell it, Mr Buttrick rented it to a Mr Stone before we received your letter in the Spring for $25 for a year. but he left about a month since, ———————————

———————————————————————————————

and somebody has carried away 12 of the best fruit trees, besides all of the small grafts that Mr Shotwell grafted, and the plastering knocked off in the house in a number of places, and a dozen lights of glass broken, I door carried off. ———————————

he is a ———————————————————————

———————————: that is carried off, Mr Dorst says that Mr Buttrick says, ——————————— he rented his place to him before he left for California and lived in your house.) I have rented it to Mrs Shotwell until Spring unless you conclude to sell it. she is to give at the rate of $25. the year Mrs S wants to know directly whether you will sell it to her or not. as she wants to buy a place somewhere. The news came about 3 weeks since of the death of Mr Wm Abbot in California. He died of the Typhus Fever in the Hospital there has a number died that went from Waukegan it's pretty hard times there, and a great many are returning lighter than they went. Tell Edmond his business here is the same as it was in the Spring it is hard paying debts here this fall. that money that I let Mr Miller have is in his hands yet. he has agreed to pay 10 percent on it until Spring, Mary sends love

[illegible]

147 was married to Joel Bullock about 4 weeks since

I don't know of anything more that will be interesting. I have rented my place for 1 year to a young scotchmen, he is going to school this winter to Mr James Dodge and boards with us, now write the very day that you get this, for delays are dangerous

Yours in haste

Wm Goodmen

The Deposition of Elisabeth W Goodeson of Lake Co Illinois a witness of lawfull age produced, Sworn, and examined upon her corporal oath before me William A. Boardman Master in Chancery for said County, at my office in Waukegan on the 31st day of May A.D. 1836. The said Deposition being taken by agreement of the solicitors of the respective parties, at the instance of the complainant, to be read in evidence on the trial of a certain suit and matter in Controversy wherein John M. Hartnett is complainant and Maria Ball is Defendant, on behalf of the complainant. The said Elisabeth Goodeson being first duly sworn by the said Master in Chancery as a witness in said cause, previous to the commencement of her Examination to testify the truth as well on the part of the Defendant as the complainant so far as she should be interrogated, and the complainant being present by Mr Parks his solicitor and the Defendant by Mr Frosier

And the said Elisabeth W Goodeson being first duly sworn, on oath doth depose and say to the Interrogatories propounded to her, as follows

Interrogatory 1st

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

L12-013-98

Answer

149 My age is nearly forty years. occupation house keeper. Town of New-Port Lake county Illinois.

Interrogatory 2nd

Are you acquainted with the parties in this suit. and if yea, how long have you known them respectively?

Answer

I am acquainted with them, have known the complainant J M. Hartnett about nine years. Have known Miss Ball the Defendant about thirteen years.

Interrogatory 3rd

Are you acquainted with Richard Shotwell and his wife. in her life time?

Answer

I have seen Richard Shotwell a few times. and was some acquainted with his wife.

Interrogatory 4th

Did Mr Shotwell call at your house in the summer or fall of A.D. 1850 and make inquiries for the Post-Office address of Maria Ball. the Defendant. if yea, State the time. who was with her if any one. and what arrangement if any, was made between you and Mr Shotwell. about writing

1850 to Miss Ball, and whether or not a letter was written

(question objected to by the Defendant's Solicitor)

Answer

I never had any one enquire of me for her Post-Office address as I recollect

Interrogatory 5th

Did you in the Summer or fall of 1850 write a letter to Miss Ball the Defendant on business between her and Richard Shotwell

Answer

I do not recollect, perhaps I did. I wrote whatever Mr Goodwin told me to write, and I generally wrote the letters to Miss Ball.

Interrogatory 6th

Was Richard Shotwell's niece and his Father at your house in Milburn, together in the Summer or fall of A D 1850 If you, state whether anything was said on that occasion on the subject of buying or redeeming the Land in Question?

Answer

They were never there together that I recollect of—

Interrogatory 7th

Did you at the time mentioned in the last interrogatory write a letter to the

Stanford-79

Defendant Maria Ball.

Answer

I do not know when I wrote them. I presume I did— I used to write two or three times a year to her—

Interrogatory 8th.

Have you at any time within the last fifteen years, written a letter to Maria Ball on business matters between her and Richard Shotwell?

Answer

I have written some business matters in the letters. I have never written a Letter expressly on business again, if there was any thing to write. I mentioned it—

Interrogatory 9th

Have you at any time within the Last fifteen years written a letter to Maria Ball on business Matters between her and Richard Shotwell

Answer

Well I have written in some of the Letters, on the business matters, between Richard Shotwell and Miss Ball.

Interrogatory 10th

In how many of them?

Answer

I do not ~~know~~ recollect

Interrogatory 11th

Do you recollect the occasion when it was said that Mrs Shotswell had received some money from her husband who was in California?

Answer

Yes I heard that she had received some

Interrogatory 12th

From whom did you hear it?

Answer

I don't recollect

Interrogatory 13th

Did you soon after hearing it write to Miss Ball on business between her and Shotswell.

Answer

I think I did, but could not say for certain.

Interrogatory 14th

Have you the letter in your possession, which you wrote on that occasion

Answer

I have not

Interrogatory 15th

Do you know where it is?

S(18)13-83

185 Answer

I do not

Interrogatory 16th

To whom and to what place did you direct it?

Answer

If I wrote it. I must have directed it to Maria Ball. North Bro Massachusetts.

Interrogatory 17th

What was done with the Letter

Answer

It was put in the Post-Office-

Interrogatory 18th

Have you seen it since?

Answer

I have not

Interrogatory 19th

State if you please all that Letter contained relating to the business Matters of Richard Shotwell and Maria Ball to whom it was addressed—

Answer

I do not recollect what it contained, it is so many years ago that I cannot tell, only that I had heard that she, Mrs Shotwell, had some money, and wished to buy back the place of Miss Ball. and I wrote to Miss Ball about it

154. Interrogatory 20th

At whose request did you write that letter?

Answer

Wm Shotwell's, I think.

Interrogatory 21st

Did you ever, receive an answer or reply to that Letter, from Maria Ball?

Answer

I expect I did, but I do not recollect, there was I think two or three of the Letters that I have written to her, that I did not get answers to

Interrogatory 22nd

Did you or your husband ever receive a Letter from Maria Ball, in which she referred to the proposition of Wm Shotwell before mentioned

Answer

I think we did one of us,

Interrogatory 23d

State if you please the contents of that part of said Letter which relates to the proposition of Wm Shotwell.

Answer

Well I dont know what it was.

Interrogatory 24th

Did you ever read this Letter or

5/28/13-81

that part of it Relating to said business, to William D Shotwell at your house in Newport?

Answer

I never did or I recollect of. I don't think it possible that I did. But I might be Mistaken I dont recollect of reading it out of my own family.

Interrogatory 25th

Did you ever State the contents of said Letter, so far as it relates to said business, to any person. other than members of your own family?

Answer

Don't recollect of mentioning it to any one.

Interrogatory 26th

Did you ever say to any one that it was a pity, that Mrs Shotwell did not offer a few dollars more, and then She would have got the place. (question objected to by Defendant's Solicitor)

Answer

No sir not that I recollect of.

Interrogatory 27th.

Did Mrs Shotwell, wife of Richard Shotwell, or any other person for her, enquire of you, what reply you got to the proposition of Mrs Shotwell?

Answer

I could not say whether they did or not.

156 Interrogatory 23th

If they did enquire of you, after you received the letter, did you communicate to them truly Miss Ball's reply, either by reading the Letter, or otherwise?

Answer I communicated as near as I could the contents of the letter, if any one asked me about it.

Cross Interrogatory by the Dependent by Defendant's Solicitor.

Cross Interrogatory 1st

If Mrs Shotwell requested you to write to Miss Ball, as in your answer to the twentieth Interrogatory in Chief, you say, you think she did, where was she when she made the request.

Answer

I think she was at our house, but I could not say for certain.

Cross Interrogatory 2nd

State whether or not, she spent an afternoon at your house at about that time?

Answer

I think she did at about that time.

~~Cross Interrogatory 3rd~~

Cross Interrogatory 3rd

By your recollection distinct

157 on that subject?

Answer

It is, that she spent the afternoon at my house, but I do not recollect distinctly whether that was the time, she requested me to write. perhaps it was, now I think it was the time.

Cross Interrogatory 4th

Do you remember what sum of money if any, Mrs Shotwell said she was willing to pay Miss Ball.?

Answer

I believe it was two hundred and fifty dollars, but I am not certain.

Cross Interrogatory 5th

What did she propose to pay two hundred and fifty dollars for.?

Answer

She wanted to buy her place back again.

Cross Interrogatory 6th

Did she say anything about reclaiming the place?

Answer No sir.

Cross Interrogatory 7th

Did She say anything con=cerning the directions, her husband had by letter

Given her about the business?

Answer

Not that I recollect of"

Cross Interrogatory 8th

Did she say anything about wanting to buy another place, if she did not get that one.

Answer

No sir, I have heard her say she liked her old place, and wanted to buy it back again.

Cross Interrogatory 9th

Did she on that occasion claim that Miss Ball was bound to let her have the place for two hundred and fifty dollars?

/question objected to by the Complainants Solicitor)

Answer

No she never said anything about it.

Cross Interrogatory 10th

Did she on that occasion say ~~that~~ any thing about wanting to rent the place if she could not buy it?

Answer.

I think she did ~~not~~.

Cross Interrogatory 11th

State whether or not William D Shotwell was present during any part of that conversation?

Answer

He was not there that afternoon I don't recollect of his even being present, when my Mrs Shotwell and I spoke on that subject.

Cross Interrogatory 12th.

Did Mrs Shotwell more than the one time, request you to write to Miss Ball?

Answer

I think she did. I think I was waiting to get a Letter from Marie, was the reason. I did not write on her first request.

Cross Interrogatory 13th

Do you recollect the first time she told you she had the money to buy back the place?

Answer

I do not.

Cross Interrogatory 14th

Did she more than once at your house speak of the Matter?

Answer

I think not! I used to see her, I saw her a number of times coming home from Muting and she would speak about it.

Cross Interrogatory 15th

How long did she reside from your house at that time?

160 Answer

About half a mile

Cross Interrogatory 16th

How did she come to your house on the occasion, when she spent the afternoon there?

Answer

She walked there.

Cross Interrogatory 17th

Did any body come with her?

Answer

No one but a young child in her arms, as I recollect.

Elisabeth W Goodnow

State of Illinois)
Lake County) ss

I William A Boardman Master in Chancery in and for said County, before whom the foregoing deposition of the said Elisabeth W Goodnow a witness whose name is subscribed to the same, was taken by agreement of the parties. do hereby certify that previous to the commencement of the examination of the said Elisabeth W Goodnow as a witness in said suit, between John M Hartnett Complainant and said Maria Ball defendant. she was duly sworn by me to testify the truth in relation to the matters in controversy between the

L2013-84

161

said John M. Hartnett complainant, and Maria Ball Defendant, so far as she should be interrogated concerning the same. that the said deposition was taken at my office in Waukegan in said County on the 31st day of May A.D. 1856, and that after said deposition was taken by me, as aforesaid the interrogatories, and answers thereto, as written down were read over to said Witness, and that thereupon the same was signed and sworn to by the said Deponent Elisabeth W. Goodnow before me the oath being administered by me, on the day and year last aforesaid at the county aforesaid

In witness Whereof I have hereunto set my hand at Waukegan this 31st day of May A.D 1856

William H. Boardman
Master in Chancery.

Witness fee
Elisabeth Goodnow
2 days - $2,00

W. H. Boardman's
Master-in Chancery
fee for taking this
deposition $4.25

The Deposition of Susan Sleeman of the County of Lake in the State of Illinois, a witness of Lawfull age, produced sworn, and examined upon her corporal oath before me, William A Bradman Master in Chancery for said County at my office in the Town of Waukegan, on the twenty ninth day of May A.D. 1856 at ten oclock AM of said day, the deposition of said witness being taken by agreement of the parties without formal notice.

The same being taken to be read in Evidence on the trial of a certain suit in Chancery now pending in the circuit court of Lake County, Wherein John M Hartnett is complainant and Maria Ballis Dependent on behalf of said Complainant, the said witness being first duly sworn by the said Master in Chancery as a witness in said suit, previous to the commencement of her Examination, to testify the truth, as well on the part of the Dependent as the Complainant in relation to the matters in controversy between the said parties, so far as she should be interrogated thereto, deposeth and says as herein after follows. The solicitors of the respective parties being present, Mr Parks for Complainant and Mr Rogers for Dependent. And the said Susan Sleeman being first duly sworn, on oath did depose and say to the interrogatories propounded to her as follows.

Interrogatory 1st

What is your age and place of

163 Residence?

Answer

My age is Sixty six years in June next.

Residence Waukegan Illinois

Interrogatory 2nd

Are you acquainted with Johnath. Shotwell Complainant and Maria Ball Defendant in this suit— and if you, how long have you been acquainted with them respectively?

Answer

I am acquainted with them. have known Shotwell about fifteen years and have known Miss Ball about Seven years.

Interrogatory 3rd

Are you acquainted with Richard Shotwell. if yea. State how long you have known him?

Answer

I am acquainted with him, have known him ever since he was a boy.

Interrogatory 4th

State if you know what time Richard Shotwell left this country for California

Answer

Seven years ago the twenty second day of last March.

Interrogatory 5th

Where was Richard's family, when he left for California?

Answer

In my house in Milburn in this County

Interrogatory 6th

How long did they reside at your house after he left.

Answer

Nineteen Months

Interrogatory 7th

State if you know, when Richard's wife received the first letter from him after he left for California, and what means you have for knowing.

Answer

It was in the last of May or first part of June following the year of the year he left. My means of knowing are, that I went to the office and got the letter Myself

Interrogatory 8th

When did she receive the second letter?

Answer

In October of the same year that she received her first letter being October A D 1850

Interrogatory 9th

State if you know whether or not the second letter from Richard to his wife contained a remittance If you, how much?

Answer

[2813-84]

It contained three hundred and fifty dollars, it come in a Draft.

Interrogatory 10th

Did you ever have a conversation or Conversations with Miss Ball the defendant on the subject of Richard's having a right to redeem the premises conveyed to him. to get money to go to California, if so How many conversations

question objected to by Defendant's solicitor

Answer

I have had such conversations as near as I can say, six times.

Interrogatory 11th

State if you please when the first conversation was, and when the last on that subject.

Answer

The first was up to Robert Strongs, when I got that first Letter from Richard to his wife. the Defendant was then living at Strongs and Strong was the Post-Master. The last conversation was at my gate, in or about July of the same year

Interrogatory 12th

State if you please the first conversation alluded to in your last answer

Answer

When I got the letter I held it up in my

land. Said I. Miss Ball, if there is good news in that
letter will you let my Child (Mrs Shelmerdine) have her
house back again. She said yes, if there was any
good news She should have her house back again
by paying a reasonable interest.

Interrogatory 13th

At any of the conversations with Miss
Ball referred to by you, did She state what use She had
intended to make of the Land in question? if yea.
State what She said upon that subject.

Answer

No she never stated anything about
it what he was going to do with the Land.

Interrogatory 14th

What do you mean to be understood
by the phrase "good news"

Answer

I expected there would be money in it.

Interrogatory 15th

For what purpose did you expect
Richard would send Money from California?

(question objected to by Defendants Solicitor)

Answer

To redeem the place

Interrogatory 16

What reason have you for expecting
that he would send Money for the purposes you have

167 Stated?

Answer

Because it was the last words he said on the step of the door, as he left home that he meant send money to redeem his place back again.

(answer objected to by Defendants solicitor)

Interrogatory 17th

. At any of the conversations with Miss Ball referred to by you, did, or did not, Miss Ball the Defendant, express a desire to have the place in controversy redeemed. If yes, state as near as you can, what she said on that subject.

(question objected to by the Defendants Solicitor)

Answer

Yes, she always did. She said she did not buy it because she wanted it, she said she bought it because she had the money by her, and no other use for it. She said she had rather lay it out for Sarah than to let it.

(answer objected to, that is, all all that part of it only which is not responsive to the question)

Interrogatory 18th

At any of the conversations referred to by you, did or did not Miss Ball say any thing upon the subject of expecting Richard to redeem the premises If yes, state what she said?

Answer

Yes sir She always said she thought

168 that he would send money back to redeem the place
and that he hoped he would—

Interrogatory 19th

When did Richards family leave your
house?

Answer

About the last of October A.D. 1850

Interrogatory 20th

When did they move to?

Answer

Into his house, where they moved from,
being the premises in dispute.

Cross Interrogatories by the Defendant's
Solicitor — Mr Teague—

Cross Interrogatory 1st

Was it more than a year after
Richard left for California, until his wife received
the first letter from him, of which you speak?

Answer

Yes sir

Cross Interrogatory 2nd

In the conversation with Miss
Ball spoken of in your answer to the 17th Interrogatory
in chief What did Miss Ball say in the reason she
had any thing to do with the premises in dispute?

Answer

S12812-PB

169 Well she never said Sir

Crown Interrogatory 3rd

Did she say any thing about having money and preparing to buy land rather than to loan her money?

Answer

She said she had this money by her. I think it from what she said, that she was a very close woman and that she had rather have land than to let her Money it was safer. I dont believe she would have loaned her money at any rate. I never knew any of them to be willing to Lend Money

Crown Interrogatory 4th

Was this the purport of her conversation on that occasion? (question objected to by Complainants Solicitor)

Answer

Yes Sir

Crown Interrogatory 5th

By whom Came and on what terms did Mrs Shotwell move upon the premises in dispute when she moved from your house or stood in your answer to the 20th Interrogatory in Chief?

Answer

Mr Goodnow, Miss Ball's solicitor. He came over to my house or she went there I cannot tell which when Mrs Shotwell got her money, and by Goodnow

was perfectly willing for her to move down and occupy the place I don't know on what terms, there was no rent mentioned. She calculated to pay the money and get her place back; There was a tenement in the house then by the name of Stone. Mrs Shotwell Came down and told him she wanted to move in and he immediately moved out.

Cross Interrogatory 6th

If Mrs Shotwell went to Mr Goodmans on the occasion mentioned in your last answer, did you go with her

Answer

No Sir

Cross Interrogatory 7

Did you hear the conversation between Mrs Shotwell and Mr Goodman on that occasion?

Answer

No Sir.

Direct Examination resumed by Mr Parks Complainants Solicitor.

Interrogatory 1st

You say you always supposed that miss Ball would let Mrs Shotwell have her place back, what reason have you for supposing so

Answer

Why on account of her Miss Ball saying that she was perfectly willing and anxious for

172 Sworn to before it

Interrogatory 2nd

From these various conversations that you have related which you have had with Miss Ball did you learn from her what sum of money she expected for deeding the place back.

Ans I did not. Except she said all she wanted was the principle and a reasonable interest

Interrogatory 3rd

State if you place your opinion of what constitutes a loan of money.

(question dictated by Defendants Solicitor)

Answer

Well I don't know I could not say.

her
Susan + Skinner
mark

State of Illinois)
Lake County) ss

I William A Boardman Master in Chancery for said County before whom the foregoing deposition of the said Susan Skinner a witness whose name is subscribed to the same was taken in pursuance of the agreement of the respective Solicitors do hereby certify, that previous to the commencement of the examination of the said

(12813-D)

173 Susan Skinner as a witness in said suit between the said John M. Hartnett Complainant and said Maria Bell Defendant. She was duly sworn by me to testify the truth in relation to the Matters in controversy between the said complainant and Defendant so far as she should be interrogated concerning the same. That the said depositions was taken at My Office in Waukegan in said County on the twenty ninth day of May A.D 1856 and that after the said Depositions was taken by me as aforesaid. the Interrogatories and answers thereto as written down were read over to said Witness, and that thereupon the same was signed and sworn to by the said Deponent Susan Skinner before me the oath being administered by me at the County aforesaid on the day and year last aforesaid

In Witness Whereof I have hereunto Set my hand, at Waukegan this twenty ninth day of May A.D 1856

William A Boardman
Master in Chancery

Witness Fee
Mrs Susan Skinner $1.00
one days attendence

William A Boardman
Master in Chancery
for taking this
Deposition $4.00.

1/4

The Deposition of Edward Ball of the county of Boone in the State of Illinois a witness of lawful age, produced sworn and examined upon his corporal oath before me William H Boardman. Master in Chancery for Lake County Illinois at the office of said Master in Waukegan in said County. Commencing on the 14th day of June A D 1856 and continuing from day to day until and upon the 17th day of June A.D. 1856. when the same was completed. The same taken by agreement of the parties. And taken to be read in evidence on the trial of a certain suit in Chancery now pending and undetermined in the Circuit Court of Lake County Illinois. Wherein John M. Bostwick is Complainant and Maria Ball is Defendant in behalf of said Defendant. The said Edward Ball being first duly sworn by the said Master in Chancery as a witness in the said cause previous to the commencement of his Examination, to testify the truth as well on the part of the Complainant as the Defendant in relation to the matters in controversy between the said complainant and Defendant as far as he should be interrogated The said complainant being present Mr Parks his solicitor and the Defendant being present by Messrs Fregeau & Clarke his solicitors. And the said Edward Ball being first duly sworn as aforesaid, to the interrogatories propounded to him doth depose and say as follows

4285-91

175 Interrogatory 1st

What is your age, occupation, and place of residence

Answer

My age is forty nine years. my occupation farmer. Residence Bond County Illinois

Interrogatory 2nd

Are you acquainted with John M Hartnett and Maria Ball. the parties to this suit

Answer

I once knew Mr Hartnett some six or seven or eight years ago, and am well acquainted with Maria Ball. She is my sister

Interrogatory 3rd

Do you know Richard Shotwell if so, how long have you known him.

Answer

I knew him at the time my sister bought the place. I had seen him a few times. don't know or I should know him now.

(such parts of this answer objected to as are not responsive to the question by the Complainants Solicitor)

Interrogatory 4th

What how many years is it since you knew him?

Answer

176 H no in one thousand eight hundred and forty
Eight or forty nine am not positive might be 1850

Interrogatory 5th

Where was your sister at the time
you know said Shotwell?

Answer

She was at that time in Lake county
Illinois, at or in the Neighborhood of Nathaniel Goodrich's
She lived at Mr Strong's part of the time in that
Neighborhood

Interrogatory 6th

Where was her home then?

Answer

She was here and had been here and
in Dupage County, for from nine years, she
made it her home principally at Nathaniel Goodrich's
after she left Dupage County.

Interrogatory 7th

What was she engaged in while
in this county in 1848 or 1849.

Answer

Well she went out to work, doing house
work, so far as I know.

Interrogatory 8th

Where did you reside at that time.

Answer

12813-9

I was at the Goodmen's that season. I took some sand and carried it on, was travelling about part of the time.

Belvoir Oct 9th

Were you present during the making of a Contract between Richard Shelmadine and Maria Ball concerning a three acre lot of land near Waukegan in Lake County in March A.D. 1849.

(question objected to by complainants Solicitor as leading)

Answer

I was present when there was a contract made and I presume that was the date.

Belvoir Oct 11th

How did you happen to be present?

Answer

Well my sister wanted me to carry her down to Mr Shadmell's house the premises she bought, and I having a horse and waggon I brought her there.

Belvoir Oct 11th

Describe the location of the premises to which you allude in your last answer.

Answer

It was up here on the South west of it on the flats and some of it on the bluff. I should think it was not far from a mile from the Court

House or near as I could estimate.

Interrogatory 12th

Did any body reside upon said premises at that time. and if so who?

Answer

Yes Sir Mr Shotwell his wife and Children

Interrogatory 13th

Had your Sister the Defendant been to see them premises before the day you took her there.

Answer

I do not know that she had.

Interrogatory 14th

State whether or not she had any personal acquaintance with Richard Shotwell before that day

Answer

That is a question I cannot answer It is more than I know

Interrogatory 15th

Did they meet that day as acquaintances would meet or was total Strangers

Answer

Well I expect they knew each other how much acquainted they had been I could not say—

179 Interrogatory 16

State what conversation you had at that time, and place, between Shotwell and yourself and your Sister, concerning the premises in question, and concerning any sale thereof to your Sister, or any Loan of Money by your Sister to Shotwell and what if any, agreement or conclusion was arrived at?

Answer.

It had been reported that he had offered to sell his place for two hundred dollars; and when we got there, he said he would not sell it for that or that his wife would not sign the deed, and he wanted two hundred and twenty five dollars for it, but finally concluded to take two hundred and twelve or twelve and a half. they divided! After they had talked it over he went to Mr Dennt to get a deed made out, and we went up to the court House, myself and sister, after Shotwell went, there was no talk about borrowing or lending any money. My Sister had no Money to lend. I could not say that she had five dollars by her

Interrogatory 17th

State whether or not you took any part in making the bargain that was agreed upon at Shotwell's House? and if so, what part?

Answer—

180 Well I did not take any particular interest. I told her I thought, that was all it was worth, and that if she concluded to take it, she might finish the bar=gain, or close the the bargain, & left it with her to decide. I did not dictate to her,

Interrogatory 18th.

State whether or not you were present during all the conversation had between them, at that time, and place.

Answer

I think I was until the bargain was closed

Interrogatory 19th

State whether or not during that conversation Rothwell expressed any desire to borrow money of your sister, and if so, what if any things was said on that subject?

Answer

I do not know that he did. She went there to buy his place, and not to lend Money, I don't think she went there with any intention of lending Money.

Interrogatory 20th.

What conversation was there at that time and place, about lending or borrowing Money?

Answer

I do not recollect of there being any con=versation about borrowing or lending: the talk was about buying and selling. I could not say but

181 What Mr Shotwell might have said that if he could Borrow Money he would not sell his place, but I don't recollect of his saying so.

Interrogatory 21st

Was there any thing said about Shotwell's redeeming the place. or not?

Answer

I did not hear any such bargain made.

(answer objected to by Complainant's Solicitor)

Interrogatory 22nd

Was there any thing said on the subject of Shotwell's redeeming the premises?

Answer.

I do not recollect as there was.

Interrogatory 23rd

State whether or not you would have been likely to have forgotten it — if it had occurred?

Answer

I think if he had expressed it in any strong terms, that he meant to redeem it, I should remember it.

Interrogatory 24th

What do you mean by the last answer

Answer

I mean if he meant to have redeemed it, it would have been understood so, there would have been something to show for it.

Interrogatory 25th..

182 I want to know whether you have or have not a reliable recollection of what did occur between Shotwell and your sister on that occasion

Answer

My recollection is reliable, so far as I recollect. I know she went there and brought the plaster

(Answer objected to by Complainant's Solicitor)

Interrogatory 26th

Is your recollection clear or distinct, as to what was said and done on that occasion

Answer.

I think it is distinct.

Interrogatory 27th

Do you think you recollect the matter substantially as it occurred?

Answer Yes I do.

Interrogatory 28th

Have you or have you not confidence in your memory

Answer

I have confidence in my memory.

Interrogatory 29th

Do you or not, think it probable that there could have been an agreement made on the day

12913-78

of which you have spoken, at Shotwell's house, between him and your Sister for a loan of Money and you not have heard it, or have forgotten it.

Answer

I think it could not have been either one, and that if there had been any such bargain made, I should have known something of it.

Interrogatory 30th.

Could there probably on that occasion have been a contract made between them, that Shotwell could redeem the land by paying the purchase Money and interest, and you not have heard it, or have forgotten it,

(Question objected to by Complainants Solicitor)

Answer

I don't think there could have been any such contract without my knowing it, and if there had been such a contract I do not think I should have forgotten it.

Interrogatory 31st

State if you recollect what were the terms of payment agreed upon.

Answer

He wanted the Money most of it to go to California very soon, and she paid most of it to him down, I don't know that there was any more agreed

184 ~~ite~~ Terms agreed upon—

Interrogatory 32nd

Did you or not on that occasion in Shotwell presence, give your Sister any advice as to whether or not, She had better or not buy the land at that price. ?

Answer

I did not advise her to buy or not, I told her to do just as she see fit. after they had talked the bargain over.

Interrogatory 33rd

If Shotwell had propose at that time to borrow two hundred and twelve dollars of your Sister, and given the land in Security on mortgage, would you, or not, have volunteered your advice to her, not to do it

Answer

I think under the then existing circumstances I should, in case he had so desired to borrow the money have advised him not to have done it.

Interrogatory 34th

How much money did your Sister pay Shotwell in that transaction on that day and before he went to California,

Answer

I don't know as I could answer that question exactly, but I think she paid him more

S12-13-48

than a hundred dollars that day, and the next as soon after as he wanted it.

Interrogatory 35th.

Where, and how did she get the money for this purpose?

Answer

I let her have somewhere in the Neighborhood of an hundred dollars, I went afterwards down to Sutter County, where she had worked and collected some money that was due her, She collected some here that was due her, and borrowed some of a man that lives up here in Lake County; besides what I let her have.

Interrogatory 36th

Was the hundred dollars you let her have your own money, and if so, upon what terms did you let her have it, and how long was it till she paid you.

Answer

Yes sir, It was ~~all~~ my own money, that I let have. I let her have it for six per cent. It was all I charged her. She paid it after we went East, the next October I think.

Interrogatory 37th

Had your sister much money loaned out in the East?

Answer?

186 She had worked for a man East for quite a num-
-ber of years - She had his note for the amount he
owed her, it was not loaned Money, the Man's home
she first worked for, was David Fisher, after he
died she worked for his Son, She got a part of the
money of them or from that place, to pay me, for the
Money I loaned her, and the ballance she got round
when it was due,

Interrogatory 38th

Had your sister while in this
State, been in the habit of loaning or offering to
Loan, Money,

Answer

I do not know that she had been
loaning, or offering to Loan Money,

Interrogatory 39th

Would you have known it if she
had?

Answer I think probably if she had been loaning
money to any extent I should have known it,

Interrogatory 40th

Was she or not, at that time, wealthy,

Answer

Well I did not consider her wealth a
great deal, She might have been worth then perhaps
about three or four hundred dollars, that is accord-
-ing to what I know, I guess about three hundred
dollars would be high enough.

5/12/13-99

Interrogatory 41st

State if you know what induced her to go to Shotwells on the occasion you have mentioned—

Answer

It was reported round that Shotwell wanted to sell, and she thought she wanted to buy a Lot here—

Interrogatory 42nd

Where has Miss Ball resided since the fall after making said purchase?

Answer

She has resided in Massachusetts until she came here about the first of January last.

Interrogatory 43rd

State whether or not she was in this country or State at any time since the fall of A.D. 1849, until she came here to this State last winter?

Answer

Not to my knowledge. I do not think she was here during that time.

Interrogatory 44

If she had been here in this State during that time, would you have been likely to have known it—

Answer

I think I should.

Interrogatory 45th.

ther it or not, with the privilege of redeeming the Land. that Shelmell finally agreed to take two hundred or two hundred and twelve and a half dollars per A.?

Answer

I did not hear him say anything about redeeming it.

Interrogatory 46th

When did you hear for the first time that it was claimed. that Shelmell had an agreement with your sister to allow him to redeem the Land.

Answer

I heard of it since she came out here last winter on, her writing me a letter I have the letter to home, dont recollect the exact time I received it.

Interrogating 47th

State whether or not, you have the slightest impression on your mind that redemption was mentioned at all. during the negociations between them at Shelmells house. before mentioned?

Answer

I have no recollection that of his mentioning that he would redeem it, during the trade.

Interrogating 48th

Have you any recollection that redemption was spoken of?

Answer.

189 I have no recollection that it was mentioned

Interrogatory 49th

State what you deemed the lot in question worth at the time your sister purchased it, as you have testified

Answer

I considered that she paid what it was worth at that time, that she paid a fair price for it.

Interrogatory 50th

State what was the understanding between Shotwell and your Sister at the time of the purchase, as to when Shotwell should give her the possession of the premises, and what he said on that subject.

Answer

He said, he wanted to stay there, till he went to California, and then his wife and family would go to his wife's Father's, and then she could have possession of the premises,

Cross Interrogatories by the
Complainants Solicitor Wm Parks

Cross Interrogatory 1st

When did you first come to
Illinois?

Answer

The first time I was ever in the State
I think was in A.D. 1835 or 1836

Cross Interrogatory. 2nd

When did you next come into
the State.

Answer

It was the December previous to that
Bargain being made. (Answer objected to by Complainants Solicitor as not being responsive)

Cross Interrogatory. 3rd

When did you come to the State of
Illinois the second time?

Answer

It was seven or eight years ago last December
~~back~~ I think, as near as I can recollect.

Cross Interrogatory 4th

What means have you of knowing
that it was seven or eight years ago last December
since you came to Illinois the second time?

Answer

One of the means is, that at about the time

I stated it was about Presidential Election

Cross Interrogatory 5th

Who was Elected President in the Election you refer to in your last answer?

Answer

General Zachary Taylor

Cross Interrogatory 6th

In what year was General Taylor elected President

Answer

In the fall of A.D. 1848 I think.

Cross Interrogatory 7th

How long did you stay in Illinois at that time?

Answer

I staid till the next October I think before I returned

Cross Interrogatory 8th

What business did you follow while here, at that time

Answer

I took some land to carry in, I marked out some by the Job, and by the day, and I travelled round some—

Cross Interrogatory 9th

When were you between the years A.D. 1836 and the time that General Taylor was Elected President?

192 Answer

I was in Massachusetts

Cross Interrogatory 11th

Where was your Sister the Defendant, during the same period?

Answer

She was in Massachusetts until she came into this State. I do not recollect what year she came to this State.

Cross Interrogatory 11th

If you dont recollect what year she came to this State, How can you tell how long she was here on the occasion of the business transactions with Shotwell. as you have mentioned in your answer to the direct Interrogatories to you.

Answer.

I have not undertaken to tell the exact number of years

Cross Interrogatory 12th

How do you know that she spent a part of the time in Lake County, and a part of the time in Dupage County, during the four or five years, Mentioned in your answer to the sixth direct Interrogatory?

Answer

I have been informed so by her, and by her acquaintance, and by my acquaintance

Cross Interrogatory 13th

193 How do you know what business she followed during the four or five years above Mentioned

Answer

I got the information from her, and from my acquaintance

Cross Interrogatory 14th

Do you mean to be understood that during your stay here on your second visit to this State. that you took Lands to work on Shares.

Answer

Yes Sir

Cross Interrogatory 15th

How much Land did you so work?

Answer

I think it was about fifteen or twenty Acres I could not tell exactly now.

Cross Interrogatory 16

Of whom did you take the land to work?

Answer

Of Mrs Hearn.

Cross Interrogatory 17th

When did you board when working the Land.

Answer

I boarded to Mr Goodmans most of the time?

194 Cross Interrogatory 18th

Had you a family at that time?

Answer.

I had

Cross Interrogatory 19th

Where were your family at that time?

Answer

In Massachusetts.

Cross Interrogatory 20th

When did you come to Illinois the last time?

Answer

One year ago last October

Cross Interrogatory 21st

Where have you resided since that time

Answer

I have resided in Massachusetts and in Illinois since that time

Cross Interrogatory 22nd

What part of the time have you resided in Illinois?

Answer

From the fore part of May, a year ago, being in 1855 up to the present time,

Cross Interrogatory 23d

In what part of Illinois have you resided during the time mentioned in your last answer

Answer

I was in Winnebago County at Cherry Valley till the first part of last November then I went to Populer Grove in Boon County

Cross Interrogatory 24th

What business did you carry on at the Village of Cherry Valley?

Answer

I did not carry on any business for myself. I worked out among the farmers some & helped load Grain at the Stations some, and travelled about some.

Cross Interrogatory 25th

Were your family with you at Cherry Valley?

Answer

Yes sir they were

Cross Interrogatory 26th

How large a family have you

Answer

Wife and seven Children.

Cross Interrogatory 27th

Do you now reside at Populer Grove in Boon County?

Yes Sir I do.

Cross Interrogatory 28th

Are your family with you?

Answer

196 They are when I am at home.

Cross Interrogatory 29th

Have you since you came to Illinois the second time been the owner of the house and premises upon which your family resided in Massachusetts or Illinois?

Answer

I owned the place in Massachusetts and resided on it, till I sold it. and I have bought a place since I came to Illinois, and built a house on it. and live on it.

Cross Interrogatory 30th

When did you sell your place in Massachusetts?

Answer

Two years ago last winter

Cross Interrogatory 31st

When did you purchase the place on which you now reside?

Answer

on the twenty third day of November Last I think.

Cross Interrogatory 32

Is that place a farm or a mere building lot?

Answer

There is three Eighty's of it they say

Cross Interrogatory 33d

Lea 813-193

67 What was the object of your second visit to Illinois, at the time you say you stopped at Mr Goodwin's in Lake County?

Answer

My object was to come out and see the country, and to see my friends. I had some idea of purchasing, but did not then.

Cross Interrogatory 34th

Was there ever any conversation between you and your sister the Defendant about your bringing your family to reside upon the three acres of land in question?

Answer

She told me once before Mrs Shelmadine died, that if I came out here, I might go into her house.

Cross Interrogatory 35th

Did she ever say any thing of the kind to you before that time?

Answer

I do not know that she ever did.

Cross Interrogatory 36th

Where do you understand Shelmadine's wife died?

Answer

I do not know exactly when she died I think it something over a year since I heard she was, was dead.

198 Cross Interrogatory 37th

State if you know the object of your sister the Dependent in purchasing the land in question

Answer

She thought she wanted to buy a lot here and he wanted to sell it, so she bought it. She thought she might come here and live on it some time. That is as I understood it.

Cross Interrogatory 38th

What is the age of your sister?

Answer

I think she was fifty last winter, that is what I think she was.

Cross Interrogatory 39th

Was she ever married?

Answer

She never was.

Cross Interrogatory 40th

Has she ever carried on any business except to work out at housework and nursing?

Cross Interrogatory 41st

Answer

I do not know that she has

Cross Interrogatory 41st.

If she had would you have been likely to have known it?

Answer

 I think I should

Cross Interrogatory 42nd

You say in your answer to the ninth direct interrogatory that you was present when a contract was made between Richard Shotwell and your sister; Did you at that time learn from them or either of them that there had been any thing said to her before on the subject of letting Shotwell have money to go to California?

Answer

I did not learn of ~~learn~~ any thing being said about her letting him have money to go to California. no otherwise than buying his place.

Cross Interrogatory 43rd

Was there any thing said at that time about his (Shotwell) going to California-

Answer

There was.

Cross Interrogatory 44th

Was there any thing said about his sending money back from California?

Answer

I do not recollect as there was at that time.

Cross Interrogatory 45th

Can ~~them~~ you say under-

2nd oath. that there was not

Answer

I think there was not.

Cross Interrogatory 46th

Are you sure there was not

Answer

I think there was not

Cross Interrogatory 47th

If there had been anything said on the subject of his sending money back from California would you not have been as apt to recollect it, as what you have stated positively of the conversation which took place at that time?

Answer-

I think I should

Cross Interrogatory 48th

How long before you went to Manitowoc with your Sister, as you have stated in your direct examination was it, that you learned or learned that Hotchkiss wished to obtain Monegan his place or for his place?

Answer

It was several days. I should think it might have been one or two weeks.

Cross Interrogatory 49th

From whom did you learn that fact, and how many persons did you hear speak of it before you came to Manitowoc on that

(2813-114)

occasion?

Answer

It was common talk in the Neighborhood that he wanted to sell his place and go to California I heard his Father say that he wanted to sell his place and go to California. I heard him father say the same.

Cross Interrogatory 50th

Did you ever hear your Sister say anything on that subject before the day that you went to Waukegan with her?

Answer

Yes I did

Cross Interrogatory 51st

How long before?

Answer

I thinked she talked about it several days before she went there. I could not say how many

Cross Interrogatory 52nd

Do you know from her statement or otherwise that she had any conversation with Sheldons Father before that time on that subject

Answer

I do not know that she had.

Cross Interrogatory. 53rd

What did Sheldons Father say on the occasion referred to by you in your answer to

202 The 49th Cross Interrogatory

Answer

He said his son wanted to sell his place, and git money and fit out and go to Cali-fornia

Cross Interrogatory 54th

Did he say anything to you on that occasion about your Sister's telling him (Richard Shotwell) have the money?

Answer

Not otherwise than to let him have the place He wanted to sell his place.

Cross Interrogatory 55th

Did he Richards Shotwells Father say anything to you about your Sister telling him Richard have the money to go to California on that occasion?

Answer

I do not know that he did, only as I have stated before, by buying the place.

Cross Interrogatory 56th

Did he Richards Father on that occasion make any request of you, to assist him, to induce your Sister to let Richard have the Money.

Answer

He did not.

Cross Interrogatory 57th.

[2913-108]

What appeared to be his object in talking with you about the matter.

Answer:

His object appeared to be, to assist his son about selling his place, by telling people that he wanted to sell it

Cross Interrogatory 58th

Was there any thing said on that occasion about your sister's taking the place and letting Richard have the money?

Answer

I do not know that there was any thing = mission than in buying it, as I have stated before.

Cross Interrogatory 59th

Was your sister's name mentioned in connection with the matter in that conversation, or any reference to her?

Answer

I could not say whether her name was mentioned or not, I should think she was referred to.

Cross Interrogatory 60th

Did you learn from Richard Felker on that occasion that he had had any conversation with your sister relative to the matter

Answer

I did not.

Cross Interrogatory 61st

204 Sept if you please. who introduced the conversation on that occasion

Answer

I am unable to say who introduced it

Cross Interrogatory 62nd

Were you at

Answer

I was at Mr Goodmans house in about his house.

Cross Interrogatory 63rd

Were you your sister at that time?

Answer At that very time I could not say whether She was at Mr Thomas or Mr Goodmans

Cross Interrogatory 64th

Did you ever have any conversation on the subject referred to between Richards Father and your Sister.

Answer

I do not recollect that I ever did

Cross Interrogatory 65th.

At the time referred to in your answer to the ninth direct Interrogatory was there any thing said about your sister selling the Land in question back to Richard Shelton

Answer

I do not recollect as there was

Cross Interrogatory 66th

(12813-10)

205 Do you undertake to swear that no such thing was said at that time?

Answer

Not in my hearing

Cross Interrogatory 69th

Did you hear all that passed on that occasion between Richard Shotwell and your Sister?

Answer

I think there might have been conversation between them that I did not hear.

Cross Interrogatory 69th

Where were you in the fall of the year of 1850

Answer

I was in Massachusetts I think.

Cross Interrogatory 69th

How far did your Sister resides from you then?

Answer

She resided in the same house that I did the chief of the time.

Cross Interrogatory 70th

Did you know from your Sister Statements to you or otherwise that Richard Shotwell had sent the money from California to get the place in question back

Answer

I think I heard her say that Sholwell had sent money & that his wife rode to her that she wanted to buy the place back. I think she (my Sister) told me that Mrs Sholwell stated how much she would pay for it

Cross Interrogatory 71st

What reason did your Sister give at the time of receiving the letter, for not accept=ing the money and deeding the place back

Answer

She thought it was not enough I believe—

Cross Interrogatory 72nd

Did she say how much it lacked of being enough?

Answer

I do not know as I ever heard her say how much it lacked of being enough.

Cross Interrogatory 73rd

Did you not hear her men=tion at or about the time of receiving the ~~money~~ letter that if Mrs Sholwell had offered a sum of money in addition to the sum offered which ad=dition named not less than ten dollars, that she should have sold the place back again to Mrs Sholwell or words of a like import?

Answer

I never heard her make any such

207 Returned to that

Cross Interrogatory 94th

Did she mention at the time referred to him much the sum offered backed off being enough

Answer

I do not know or I ever heard her say

Cross Interrogatory 95th

Did you see or hear read the Letter which she sent in reply to the proposition of Mrs Shotwell?

Answer

No I never did

Cross Interrogatory 96th

Did you see or hear read the Letter containing the proposition of Mrs Shotwell above referred to.

Answer

I do not know that I ever did

Cross Interrogatory 97th

Was your Sister in the habit of showing you the Letters written to her by Mr & Mrs Goodman during the time you both lived in the same house?

Answer

Sometimes when there was any thing concerning me she showed them to me.

208 Cross Interrogatory 78th

Did she ever receive a
Letter from Mr and Mrs Goodnow in any family relation
while you lived in the same house together without
showing or reading the same to you.

Answer

I think she has a good many

Cross Interrogatory 79th

Was your Sister in the habit
of consulting you on matters of business while
you lived in the same house.

Answer

She was not.

Cross Interrogatory 80th

Have you always been on Terms
of Friendship?

Answer

Yes Sir.?

Cross Interrogatory 81st

Is your Father yet alive?

Answer

I expect he is, I have not heard
of his death

Cross Interrogatory 82th

Did your Sister consult you
with regard letting Potts mill Pond the money
and taking a deed for the land in Question?

Answer

$12813-108

I think she asked me what I thought about it and whether it would do to buy it

Cross Interrogatory No 83rd

What advice did you give her on that occasion?

Answer

Often she had been to look at the place and talked the trade over. I told her that she could do just as she was minded to about buying it

Cross Interrogatory 84th

When did she first make arrangement to move into the house and occupy it herself

Answer

I do not know that she ever made such arrangement,

Cross Interrogatory 85th

At the time you say you took your Sister to Shotwell house to see the place where did you find Shotwell?

Answer

I think he was at the house or around it

Cross Interrogatory 86th

Who introduced the conversation referred to and what was said?

Answer

I am unable to say who said the

first words or what the first words were

Cross Interrogatory 47th

Did you learn from what passed between the parties at that time, that there had been any negociations before on the same subject by any one?

Answer

I did not.

Cross Interrogatory 48th

Do you undertake to say that during that conversation that no reference was made to any thing which had been said before on the same subject?

Answer

That was the first conversation they had had between them, according to my judgment of the matter; and from what I saw and heard between them, they had no previous conversation on the subject

Cross Interrogatory 49th

Was any mention made by either party on that occasion of Richards Father?

Answer

I do not recollect as there was.

Cross Interrogatory 50th

Will you now state in substance how the conversation was introduced?

Answer

211 She went there once it was not a great while before he commenced talking about it. I could not tell who spoke the first words about it nor how they were spoken.

Cross Interrogatory 91st

Did not your sister go down to Waukegan on that occasion, at the request of some one, as you understood at the time?

Answer

I do not know as any one requested her to go at that time, when she went then.

Cross Interrogatory 92nd

Did any one make the request before that time?

Answer

Not that I know of.

Cross Interrogatory 93rd

Did your Sister before that that time within your knowledge ever negociate for the purchase of any other real estate in the county of Lake Illinois?

Answer

I do not know that she ever did

Cross Interrogatory 94th

Did you ever before that time hear her talk of investing money in Real Estate in the county of Lake?

Answer

202 I did not.

Cross Interrogatory 95th

State if you know what induced your Sister to go to Waukegan on the occasion referred to

Answer

She went to buy Mr Shotwells place.

Cross Interrogatory 96th

Had any one within your knowledge requested her to go to Waukegan to look at the place before she went

Answer

I dont know that they had.

Cross Interrogatory 97th

Was there any money paid on that day, and how much?

Answer

There was money paid on that day. I could not state the exact sum. Something more than a hundred dollars.

Cross Interrogatory 98th

Do you not know that the whole sum two hundred and twelve dollars was paid on that day, Ten fifty dollars which was reserved to be paid to Richard Shotwells Wife

Answer

I could not swear it was or was not I did not leave the papers

21:213-110

215 Cross Interrogatory 99th

Do you mean to be understood in your direct Examination that you do not know that your Sister had five dollars in money at that time over and above the money she got of you on that day
Answer

I don't know how much money she had on that day I don't know as she had more than five dollars and don't know but she had—

Cross Interrogatory 100th

Did your Sister state to you on or before that day, when she expected to get the two hundred and twelve dollars from her own resources
Answer She did

Cross Interrogatory 101st

Of whom did she state to you that she expected to receive the Money, and how much from each person named.
Answer

I do not know as she stated any particular persons or any particular sums from any one.

Cross Interrogatory 102nd

Who drew the writings between Rix and Richard Shelmerdine?
Answer

I think it was Mr Dent

Cross Interrogatory 103rd

Who took the acknowledgment

of the Deed?

Answer I do not recollect who it was.

Cross Interrogatory 14th

Who signed the deed?

Answer

Mr Shotwell and his wife, and Mr Court I think?

Cross Interrogatory 15th

Did you see the deed signed?

Answer

I do not know that I did

Cross Interrogatory 16th

When was Mr Davis's office at the time the deed was executed?

Answer

Well I could not say when his office was He wrote the deed at the Court-house I do not know but his office was there.

Cross Interrogatory 17th

State if you know why Mr Court signed the deed.

Answer It was understood when the deed was made, that Mr Shotwell and Mr Court had some Dickering together and that in order to make agreeable it was necessary for Mr Court to sign the deed.

Cross Interrogatory 18

Do you not know that Mr Court took the acknowledgement of the deed?

Answer

I do not know whether he did or did not. I dont recollect.

Cross Interrogatory 109th

How do you know that Mr Dent signed the Deed.?

Answer

I saw his name there.

Cross Interrogatory 110th

When did you first see his name on the Deed.

Answer

I carried the Deed to the Office to be recorded I then saw his name there. I do not know as I have seen it since

Cross Interrogatory 111th

Was that the first time you saw his name to the Deed ?

Answer

I could not say whether that was the first time or not.

Cross Interrogatory 112th

How long was it after the Deed was made before you carried it to the Office to be recorded

Answer

I think it was left there the same day it was Executed.

Cross Interrogatory 113th

2 10 Where and from whom did you receive it for the purpose of taking it to the Register's office to be recorded,

Answer

My Father gave it to me in the Court-House.

Cross Interrogatory 114th

In what Building did you take it to be recorded?

Answer

I left it in the Court House.

Cross Interrogatory 115th

In what part of the Court-House

Answer

It is so long ago, that I could not describe the part exactly; I left it at the proper place.

Cross Interrogatory 116th

To whom did you deliver the Deed for Record?

Answer

Mr Dent I think took it.

Cross Interrogatory 117th

Was your Sister with you, when you delivered the Deed for Record?

Answer

I think She was not. She might have been in the Court House, but I think She was not with me in the room when I delivered the Deed.

[12813-113]

217 Cross Interrogatory 118th

Please state if you can, which side of the Hall the room was, in the Court House, into which you took the Deed to be recorded—

Answer

I do not recollect which side it was.

Cross Interrogatory 119th

Which side of the Hall was the room was the Deed was drawn?

Answer—

I think it was on the right hand side

Cross Interrogatory 120th

Who was present in the Office at the time the Deed was drawn. Signed and acknowledged?

Answer I cannot tell.

Cross Interrogatory 121st

Do you undertake to swear positively that you delivered the Deed into the recorder's office to be recorded, at the request of your Sister

Answer I do—

Cross Interrogatory 122d

Are you equally positive that you received the same for that purpose, at the Office where it was drawn and Executed.

Answer

Dont know that she was in the room when it was executed. when I received it from her—

218 Cross Interrogatory 123rd

Can you tell in what room at the Court House you received the deed from your Sister

Answer

I think it was the right hand room as you go in.

Cross Interrogatory 124th

Is it not the right hand room of the Court-House as you go in, where you received the deed from your Sister was it not the same room where the deed was drawn and executed.

Answer

I could not say whether it was drawn and executed in that room, or a room not far from it.

Cross Interrogatory 125th

Have you not sworn that the room in which the deed was drawn was on the right hand side as you go into Court House.

Answer

I think I have not positively.

Cross Interrogatory 126th

Will you now state which side of the Hall the room was in which the deed was drawn and executed?

Answer I should not dare to state positively according to my best recollection it was on the

219 right hand side - but I would not state positively

Cross Interrogatory 129th

If the room in which you received the deed from your Sister - was on the right hand side of the Hall in the Court-House and the room where the deed was drawn and executed was on the same side of the Hall, was it not in the same room?

Answer -

I could not swear whether - it was or not

Cross Interrogatory 129th

Can you swear positively whether Dewitt's name was to the deed as a Party to it or as an Officer to the certificate of the acknowledgment

Answer

I think his name was to it as a Party.

Cross Interrogatory 129th

Can you say whose name was signed to the certificate of acknowledgment?

Answer -

I could not.

Cross Interrogatory 130th

Have you heard any one say since last September - that Lent signed the deed in question?

Answer

I don't know as I have unless it was my Sister

219 right hand side - but I would not state positively

Cross Interrogatory 129th

If the room in which you received the deed from your Sister - was on the right hand side of the Hall in the Court-House and the room where the deed was drawn and executed was on the same side of the Hall, was it not in the same room?

Answer -

I could not swear whether - it was or not

Cross Interrogatory 129th

Can you swear positively whether Dewitt's name was to the deed as a Party to it or as an Officer to the certificate of the acknowledgment

Answer

I think his name was to it as a Party.

Cross Interrogatory 129th

Can you say whose name was signed to the certificate of acknowledgment?

Answer -

I could not.

Cross Interrogatory 130th

Have you heard any one say since last September - that Lent signed the deed in question?

Answer

I don't know as I have unless it was my Sister

2nd Cross Interrogatory 131st

Have you seen the deed in question since the commencement of this suit
Answer

I think I have

Cross Interrogatory 132nd

Do you not know that you have?
Answer

I am well convinced that I have.

Cross Interrogatory 133

When did you sue?
Answer

At the Office of Frazee & Clarke

Cross Interrogatory 134th

Who was present at the time the deed was executed and delivered?
Answer

I could not say who was present

Cross Interrogatory 135th

Can you say that any one was present except the parties
Answer I could not.

Cross Interrogatory 136th

Who was present at the time the deed was delivered to you by your sister to be left for record.
Answer

[12913-114]

7-21 I could not tell who was present.

Cross Interrogatory 134th

State if you know who paid the Court for drawing the Deed.

Answer

I do not know—

Cross Interrogatory 138th

State if you know who paid for recording the Deed.

Answer I paid for it.

Cross Interrogatory 139th

How much did you pay

Answer I think it was one Dollar

Cross Interrogatory 140th

To whom did you pay it

Answer The Court.

Cross Interrogatory 141st

Have you and your sister talked over the subject Matter of this suit considerably since its commencement.

Answer Have not

Cross Interrogatory 142nd

Have you had any conversation with her on the subject?

Answer I have had some.

Since I spoke to her last winter or spring talked with her about it. once I saw her the other day and talked some about it—

222 Cross Interrogatory 143

about how many times have you conversed with her on the subject?

Answer

Twice I saw her last winter and talked with her about it, and I saw her the other day and talked some about it.

Cross Interrogatory 144th

When did you converse with her last Winter?

Answer Up to Mr Goodnow's.

Cross Interrogatory 145th

Have you had any conversation with Messrs Fragure and Clarke in either of them, about what you are to testify to in this suit—

Answer

I have not

Cross Interrogatory 146th

Do you mean to be understood as swearing that there was no agreement or understanding between your Sister and Richard Shotwell that he, Richard should have the privilege of purchasing the Land in question, back provided, he sent the money from California or brought the money back from California for that purpose.

Answer

I mean to be understood that I never

(12213-118)

knew of any such bargain being made

Cross Interrogatory 147th

Was there any mention made by any one during the time you were at Waukegan, on that occasion, to the effect, that he Richard Shotwell should have the privilege of purchasing the place back

Answer

I do not know that there was.

Cross Interrogatory 148th

Did you on that occasion hear your Sister express any fears that she should not get her money back with interest, but would be compelled to leave the place? or any expression of a like import?

Answer

I do not recollect of hearing her express any such fears at the time

Cross Interrogatory 149th

Should you have recollected it, if she had so expressed herself.

Answer

I think I should if she had expressed much fear about it

Cross Interrogatory 150th

Did you hear her say at Dent's office, in the presence of Dent, before the deed was executed, on that occasion, in substance