

Int. 17.

Did you make any entry upon the proceedings of the Board as recorded by you of the fact that such a proposition was made by Mr. Kelsey, if you please to point out where such entry is made in the record of the proceedings of the Board of Supervisors now before you. -

Ans.

It was not my duty as clerk to make any entry in the proceedings of the Board, unless formally acted on by the Board. This offer of Mr. Kelsey may have been presented to the Board as was likely, while said Board was in committee of the whole, at which time the clerk kept no record of the proceedings of the committee. -

Adjourned to 2 o'clock P. M.

Resumed pursuant to adjournment.

Int. 18.

In the conversations between you and Mr. Kelsey which you mentioned in your direct examination and also in your answer to the 9th Cross Interrogatory, did you have the resolutions of the Board of Supervisors which you say were presented by Mr. Kerpe, or a copy of them before you. -

Ans.

I don't remember whether I did or not, but I think not. -

Int. 19.

Was any particular reference made in that conversation to that part of the third

resolution which provides that in no event shall any suit or claim be brought against the county for or on account of the drainage of any part of the lands, if yea, by whom was that reference made and what was said by Mr. Kelsey on the subject, if anything was said. -

Ans. I don't remember that there was anything said upon that part of the subject, we were all agreed to that. The only thing disputed in those resolutions, that the parties did not agree about, was the clerk's and the Drainage Commissioner's, as to the number of tracts to be included in a certificate and bonds. - -

Int. 20. Have you any personal knowledge of Mr. Kelsey's having seen the resolutions of the Board of Supervisors referred to by you, at any time prior to those conversations. - -

Ans. No, I can't say that I have. -

Int. 21. Are you acquainted with the quality and value of the Bureau County Swamp Lands, which were sold at the sales referred to by you, if yea state how far the real value of those lands compares with the prices which they brought at those sales, in your opinion. -

Ans. I am generally acquainted with the Swamp Lands sold by me, but at the present

time I cannot tell the value of those lands there being very few sales of lands in the county to base my opinion upon. -

Int. 22.

During the time when the question was discussed in the Board of Supervisors as to the policy of conveying the Swamp Lands of Bureau County to the Winnebago Swamp Land Drainage Company, was there not much excited discussion both in the Board of Supervisors and among the inhabitants of the county, in reference to that matter, and was not the subject fully discussed by articles published in the newspapers of Bureau County.

Ans.

The subject was fully discussed on the Board of Supervisors and by the people of the county generally and the discussion was attended with a good deal of excitement everywhere, articles were published in the paper published in the county. - -

Int. 23.

During those discussions did not a portion of the members of the Board of Supervisors, as well as a portion of the citizens of the county, not connected with the Board, advocate the policy of having the lands drained by the County, and did the other of the Board and of the citizens advocate the policy of conveying the lands to the Winnebago Swamp Land Drainage Company to be drained by them. - -

Ans.

Not that I am aware of, I don't recollect any such policy being advocated on the Board of Supervisors or by the People, that is the drainage of the lands by the County; the other portion of the Board of Supervisors advocated the policy of Contracting with the Winnebago Swamp Land Drainage Company, provided a bargain could be made with them conducive to the interests of the County or to convey the lands to the Drainage Company upon their being thoroughly drained and the company paying a price per acre for the lands to be agreed upon. -

Int. 24.

At what time did the discussions to which you have referred in your last answer principally take place, state the year and about the time of the year. -

Ans.

From the time of the September meeting of the Board in 1855, the discussion of the subject of the disposal of the Swamp Lands was continued until the final disposal of the question by the action of the Board in 1856.

Int. 25.

As you mean to be understood by your answer to the 23^d Cross interrogatory that it was not openly proposed and advocated in the Board of Supervisors during any portion of the time mentioned in your last answer, that the Board of Supervisors or a Committee of that body should after the necessary prelim-

inaries make a contract for the drainage of the Swamp Lands of Bureau County

Ans. I meant to be understood in my answer to that interrogatory and now mean that the project of the County draining the Swamp Lands at the expense of the County, was never seriously advocated by a party of men, anywhere, in this County.

Int. 26. About what number of the members of the Board of Supervisors, were opposed to the policy of selling the Swamp Lands to the Winnebago Swamp Land Drainage Company during the year 1855, and as far as you can give the names of the members of the Board who were so opposed. -

Ans. I think the number was seven, and believe the names to be Messrs. Jesse F. Abbott, B. C. Couch, Lewis Holmes, Milroy McKay, Saml. C. Morris, Enos Smith, Josiah Hayes. I believe Mr. R. B. Tracy was also one of those members. - -

Int. 27. Were the persons you have named in your answer to the last interrogatory or any of them, and if so which of them during the year 1855 opposed to the drainage of those lands.

Ans. I cannot tell whether they were opposed to the drainage of the lands or not, but this I know that I never heard one of those gentlemen that I have named seriously advocate the drain

Conditions for the sale of the Swamp Lands and upon which the lands were sold in September 1856.

Ans. Believing it to be a settlement of the question I was. -

Int. 33. Had you previous to the adoption of that plan by the Board of Supervisors, examined or seen the act of Congress entitled "An Act to enable the State of Arkansas and other States to reclaim the Swamp Lands within their limits" approved Sept. 28, 1850; if yea, state when and where you saw or examined the same. -

Ans. Yes I had seen and examined the act of Congress mentioned in the Court-House at my office and at my house, during the Controversy in 1855 and afterwards. -

Int. 34. Were you present at the meeting of the Board of Supervisors in September 1856, at the time when Mr. Foy offered the resolution authorizing the Swamp Land Committee to appoint an engineer to make a preliminary survey of Green River and vicinity, and to ascertain the practicability of cutting a channel in some places in order to reclaim the swamp and overflowed Land in that vicinity, and which is recorded on the minutes of the Board of Supervisors Book A, page 524.

Ans. I was.

Int. 35. Did you at that meeting hear any of the Supervisors advocate the policy of draining the Swamp Lands.

Ans. No, that resolution was considered as *ben-
Rum*; Mr. Foy never opened his mouth except to vote, he lived in a Swamp Land town, never took part in any of the business of the Board except to vote, to my knowledge, I never heard any other member speak in favor of the County draining the lands at the County expense.

Int. 36. Did not Samuel Morris one of the Supervisors advocate the drainage of the Swamp Lands.

Ans. Never, seriously to my knowledge, Mr. Morris in his opposition to the measures of the majority of the Board of 1855 pursued a very crooked policy, which is characteristic of the man, but I never understood Mr. Morris to advocate the drainage of the lands by the County. He was considered a non-drainage man, as was Mr. Kelsey and they worked together in a common cause at that time.

Int. 37. Did the bids of the Complainant at the sale of the Swamp Lands in the Fall of 1856 materially enhance the prices at which those lands were sold at that sale in your judgment.

Ans. Yes, as well as the bids of every other man that attended that sale, I consider that each bidder provokes competition. -

Int. 38. Were there any other persons attending that sale who bid as extensively as the Complainant? -

Ans. No person bought as much land as the Complainant, but they bid as extensively, except the last bid, in other words the competition was as spirited with others as with Mr. Kelsey, but he was the largest purchaser. -

Int. 39. How much more in your judgment did those lands bring in the aggregate, or per acre, in consequence of the Complainant's having been present at that sale and having bid in the manner you state and having purchased largely; than they would have brought if he had not been present and bid and purchased as he did. - -

Ans. It is impossible for me to state the amount either per acre, or in the aggregate, but Mr. Kelsey's spirited manner of bidding increased very materially the aggregate amount of the sales.

Int. 40. Give your best judgment as to the extent of that increase and if you formed any opinion at the time of the sale on that subject, state what that opinion was.

Ans.

It is impossible for me to form any judgment upon it, the Competition was very sharp among all purchasers, what difference the absence of Mr. Kelsey would have made I cannot compute. I did form an opinion at the time of the sale, I could not say now what that opinion was, but I believed then and do now that the aggregate was very largely increased, but how much I cannot tell. -

Int. 41.

Did you after the sale express the opinion you had formed as to the extent of the enhancement of the price at which those lands sold, if so to whom. -

Ans.

I believe I did express the opinion, I don't remember to whom, I might have done it to Kelsey, I think I did. -

Int. 42.

Did you at the time of the sale of the Swamp Lands in September 1856, understand the action of the Board of Supervisors ordering said sale as contemplating a disposal of those lands, without any provision being then made or ever contemplated by the County for the drainage of those lands.

Ans.

I did.

Int. 43.

Was Mr. Kelsey present at the time the preamble and resolution of Mr. Foy referred to in the 34th Cross Interrogatory was offered and

discussed in the Board of Supervisors.

Ans. I do not recollect whether Mr. Kelsey was present when that Resolution was offered, don't remember any discussion arising on it.

Int. 44. Did not Mr. Saml. Morris at that time leave the Chair, appointing a substitute, with a view of taking the floor, in the discussion of that resolution and did he not while discussing it offer an amendment to or substitute for that resolution. -

Ans. I have no recollection of any thing of that kind and cannot tell only as it appears by the record. -

Int. 45. Can you now undertake to say, that at the meeting of the Board, at which Mr. Foy's resolution was offered, that Mr. Morris or Mr. Gray did not advocate the drainage of those lands or assert that it was the intention of the County to drain or procure their drainage.

Ans. I cannot undertake to say they did not as stated in the interrogatory, but this I swear, that I never heard them seriously advocate the draining of the lands by the County.

Int. 46. Did you ever at that time hear them or either of them or any other member of the Board

of Supervisors advocate the drainage of those lands in any way, whether serious in their advocacy of it or otherwise in your opinion.

Ans. The question is too indefinite to answer. -

Int. 47. Did you at the time when Mr. Foy a member of the Board of Supervisors of Bureau County offered the resolution which is referred to particularly in the 34th Cross Interrogatory, hear Mr. Samuel Morris or Mr. Nathan Gray then members of that Board advocate the policy of draining the Swamp Lands. State whether you so heard them even if in your judgment their advocacy of that policy was not serious.

Ans. I never heard them, to my knowledge advocate the policy of the County draining those lands, they may have talked "Bunkum" on it and I believe I have heard them.

Int. 48. Did you hear them talk "Bunkum" on it as you have expressed it, at the meeting of the Board of Supervisors prior to the sale of those lands.

Ans. I think Morris did, I don't remember hearing Gray. -

Int. 49. Do you not know that it was the design of some of the Supervisors to talk "Bunkum" or in some other way by their discussions

of the question of Swamp Lands, to convey the impression to the public mind that it was the intention of the County to drain those lands or in some way to procure their drainage, with a view of enhancing the price of them at the public sale, then in Contemplation.

Ans. I not only do not know that it was the design &c. (as in the language of the interrogatory) but I believe that the Supervisors referred to were actuated by no such motives, & never heard their integrity questioned on that part of the subject before.

Int. 50. Do you know the general reputation of Samuel E. Morris for truth and veracity in the neighborhood in which he resides --

Ans. I cannot say that I do at the present time.

Int. 51. Has there not been for a long time past an unfriendly feeling on your part towards the Complainant in this suit. -

Ans. No. There was a time that I believed and know and can prove that the Complainant had treated me in a manner much to his discredit. But for some years I have borne no resentment nor ill feeling to him, and do not now.

Art. 52.

Do you know whether any search has been made by the Custodian of the Swamp Land papers for the offer to which reference was made in Cross Interrogatory No. if yea, what was the result of such search.

Ans. I have stated all I know on that subject. -

Direct resumed.

Int. In your answer to the Interrogatory on ^{the} direct examination you have stated that the purchasers with the exception of Mr. Kelsey took out their bonds, please state whether any others beside the Complainant neglected or refused to take out their bonds or any part thereof, if so who were they --

Ans. I think at the adjourned sale Mr. North one of the purchasers refused to take his bonds, whether Mr. Zearing took all his I cannot say he took some, those are all I remember. -

Joseph V. Thompson.

State of Illinois,
Barren County, 3^d p.

I Stephen G. Paddock
Clerk of the County Court in and for said
County and State do hereby certify that the
said witness Joseph V. Thompson prior to the

taking of the foregoing deposition, and the said
 19/29th day of October A.D. 1860, was by me duly
 sworn, to testify the truth in relation to the
 matter in controversy in the suit mentioned
 in the Caption to these depositions, and in the
 inclosed Notice so far as he might be interro-
 gated in relation thereto; and the said depo-
 sition was, on the said days of therein men-
 tioned, at Princeton in said County and
 State, taken and reduced to writing and
 signed and sworn to by said witness in my
 presence, on the 20th October 1860.

Given under my hand and
 the seal of said Court this 20th
 day of October A.D. 1860.
 Stephen G. Paddock, Clerk..

S. S. 3

State of Illinois, In Circuit Court.
County of Putnam 3rd October Term A.D. 1860.

Charles L. Kelsey

vs.

Robert T. Templeton, Drainage
Commissioner &c. and the Board
of Supervisors of Bureau County,

State of Illinois.

Bill for Injunction.

The said Complainant Charles
L. Kelsey and Messrs. Peters and Winslow
his Solicitors are notified that on the 24th
day of August 1860 at the hour of 9 o'clock
A.M. (continuing from day to day if necessary)
the said defendants will appear before Dwight
F. Cameron Esq. Notary Public at his office in
the City of Ottawa, LaSalle County, Illinois (or
before some other duly qualified officer at said
place and time) and will then and there take
the depositions of Richard Thorne and Isaac
R. Hitt, and others, witnesses for said defend-
ants residing in said County of LaSalle to
be read in evidence in said cause when &
where said Complainant may appear &c.

Taylor, Paddock & Phelps

Princeton August 3, 1860. Solo for defendant -
Do Charles L. Kelsey Esq. or his
Solicitors aforesaid.

Princeton August 3, 1860.

Received at our office a true copy
of the above notice -

Peters Winslow

Sols for Compt. -

By agreement the deposition of Richard
Thorne taken before Oranzz Leavins Justice
of the Peace and had at the office within
named, Aug. 24, 1860.

Peters Winslow

Letland & Leland

The deposition of Richard Thorne
of the County of LaSalle, and state of Illinois
a witness produced, sworn and examined
before Oranzz Leavins a Justice of the Peace
in and for ^{the} said County and state on the
24th day of August A.D. 1860, at his office in
said County in pursuance of a notice and
agreement hereto annexed, to read in evidence
on the trial of a certain suit in Chancery now
pending and undetermined in the Circuit
Court of the County Putnam in the state of
Illinois wherein Charles L. Kelley is Com-
plainant and Robert T. Templeton, Drainage
Com- so. and the Board of Supervisors of Bu-
reau County state of Illinois are defendants,
on the part and behalf of said defendants. The
said Richard Thorne being first duly sworn
according to law, deposed and saith in an-
swer to the several Interrogatories & Cross Inter-

rogatories propounded by the solicitors for
Complainant & defendants.

Interrogatory first.

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

Answer. My age is fifty-three years, my residence
Ottawa, LaSalle County, Ill. my occupation
farmer.

Interrogatory second -

Please state whether you at-
tended the public sale of Swamp Lands in
Bureau County, made by R. T. Dimpleton for
the Supervisors of said County in September 1856.
if so, state when said sale took place & whether
you were a purchaser of lands at such
sale?

Answer. I think the sale took place on the 12th to the
15th of September 1856 as all my papers bear
date the 15th Sept. 1856 which would be either
the close of the sale or the day after. I pur-
chased about 3500 acres.

Inter.

Third - Please state whether you purchased
said lands with the understanding on
your part that it was a part of the Contract
that the lands were to be drained by the County
or did you purchase with the understanding

Directed by
Complainant =

that the County was not to drain them.

State also as near as you can what was the understanding of others generally attending such sale on this subject?

Ans. Well there was no understanding between me and the Commissioner respecting the drainage, neither did I suppose the County intended to drain them. To the last question I answer by saying, I never heard any body say anything about it. -

Int. 4.
Objt to by
Compt.

When, where & how did you get the impression that the County was not to drain the lands?

Ans. I do not know how I can answer that question. I was in Whiteside County at the sale of Swamp lands of said County previous to the sale in Bureau County & there I understood a portion of the lands offered for sale were to be drained and others were not to be drained, that is what gave me the impression that they were not to be drained in Bureau County or I should been likely to have heard it. -

Cross examined.

Int. 1.
Was there more than one public sale of Swamp lands about the time you have

mentioned made by R. T. Templeton, if so, how many were there and at which of the sales were you present.?

Ans. I think there was two public sales during the fall of 1856, I was present at the first one and made my purchases at that, and I did not attend the second

Int. 2? Were you present at the commencement of that sale and before the biddings were commenced. State by whom the lands were offered; and whether any & if any, what announcement was then made as to the terms and conditions upon which the lands were to be sold?

Ans. I was not present when the biddings commenced & of course heard no announcement at the time the biddings commenced.

I had been previously told by Mr. Templeton what the terms would be.

R. Thorne. —

I do hereby certify that the above deposition of Richard Thorne was sworn to and signed by the deponent before me and in my presence on the twenty-fourth day of August A.D. 1861 at my office in the said County of LaSalle State of Illinois, between the hours of nine o'clock in the morning and one o'clock in the evening of the same day.

Last part of witness-ans. objected to by Compt. —

Given under my hand and seal
this 24th day of August A.D. 1860.

Orango Leavens ~~Seal~~
Justice of the Peace,
Ladelle County, Illinois.

On the 29th day of January A.D. 1861, the
following notice & depositions were filed,
to-wit:

State of Illinois
County of Putnam 3 p.

In Circuit Court of the
County of Putnam.
In Chancery.

Charles L. Keelsey

vs.
Robert Templeton Drainage Com.
&c. & Supervisors of Bureau Co. 3

To the above named defendants
their Solicitors, Taylor, Paddock & Phelps, Gents.

You will please take notice that on
Saturday 20th October A.D. 1860 - at 10 o'clock in the
morning of that day - continuing from day to day
if necessary at the office of S. A. Paddock Esq.
County Clerk of Bureau County, in Princeton and
before said County Clk. the Complainant will proceed
to take the deposition of Benjamin Newell, David
E. Norton, Lewis H. Burroughs, Albert G. Foster, David
Keall, Levi North, George McMannis, James Fitz-
gerald, William M. Deasing & Alonzo Benson
witnesses on behalf of the Complainant to be read
in evidence on the trial of this Cause, when &
where the defendants may also appear & cross-ex-
amine, if they so desire -

October 9th 1860.

Peter Winslow
Sol^r for Compt.

We acknowledge receipt of a notice copy of within
the 9th October A.D. 1860. -

Taylor, Paddock & Phelps, defendants

Depositions of witnesses taken on the 20th day of October A.D. 1860 at my office in Princeton in Bureau County Illinois, before me Stephen G. Paddock, Clerk of the County Court in and for said County, by virtue of the annexed notice, to be read in ~~a~~ certain suit now pending in the Circuit Court of Putnam County, in the State of Illinois wherein Charles L. Kelsey is Complainant and Robert D. Templeton, Drainage Commissioner & the Supervisors of Bureau County are defendants.

Deposition of David E. Norton.

The said David E. Norton being duly affirmed doth depose and say in answer to the several interrogatories, as follows, viz:

Int. 1.

What is your name, age, occupation and place of residence.

Ans.

My name is David Egbert Norton, aged forty-one years, occupation Sheriff of Bureau County, residence, Princeton, Bureau County, Illinois.

Int. 2.

Were you present at the sale of the Swamp Lands of Bureau County at the Court-House in Princeton in September 1856, if yea, state whether you were present at the commencement of the sale and how long you continued there.

Ans.

I was at the sale and was there during the most of the time, I don't know but all, I was there at or very near the commencement. I am not certain.

Int. 3.

Were you there at the time that J. V. Thompson the Crier, announced to the audience the terms of the sale.

Ans.

I don't remember of hearing him make the announcement but once and that was in answer to Mr. Kelsey's inquiry, what were the terms of the sale.

Int. 4.

State where the sale was held.

Ans.

In the Court Room of the Court-House in Princeton.

Int. 5.

In which story of the building is the Court Room.

Ans.

Second.

Int. 6.

Do you know, and if yea, state whether Mr. Kelsey was present at the commencement of the sale, and if not, at what time he came there and how you know when he came.

Ans.

I think he was not there at the commencement from the fact that he came in while the sale was

in progress and asked those standing by me how long the sale had been progressing, or words to that effect and on being told, he asked the officers the terms of the sale and Mr. Thompson replied in substance that it was $\frac{1}{2}$ down the balance in five years with interest at 6 per cent. Mr. Kelsey then asked if there was any other terms Mr. Thompson made some answer after consulting with Mr. Templeton, the substance of Mr. Thompson's answer was that the terms had been, either published or made known, I can't say exactly which.

Int. 7.

Did Mr. Thompson or Mr. Templeton when requested by Mr. Kelsey, as you have stated, to give him the terms of sale, give him any other information respecting those terms than what you have stated.

Ans.

None that I know of, I thought at the time it was indefinite, it was evasive.

Int. 8.

How long did Mr. Thompson and Mr. Templeton consult together, before Mr. Thompson stated that the terms had been published or made known.

Ans.

But a short time, I mean spoke together something that I did not hear -

Int. 9.

Did you purchase any of the lands at that sale.

Ans. I did.

Int. 10. Did you prior to your purchases see the certificates and bonds which were subsequently given to the purchasers at that sale.

Ans. I did not, to my knowledge.

Int. 11. Do you know whether those certificates and bonds had been seen by the purchasers generally before the sale.

Ans. I do not.

Int. 12. Are you acquainted with the persons generally who bid or purchased at the sale referred to.

Ans. I think I am.

Int. 13. About how many persons who purchased at that sale are you acquainted with.

Ans. I should think with ten or fifteen of them, I mean the heaviest purchasers.

Int. 14. Do you know of any of those persons having seen the certificates or bonds at any time before they made their purchases.

Ans. I do not.

Int. 15.

Do you know of any of the purchasers at that sale in September who refused to take the bonds offered by J. V. Thompson, the County Clerk and if so state how many and who.

Ans.

I do, L. L. Kelsey and I think William M. Gearing.

Int. 16.

How soon after Mr. Kelsey had made the inquiries which you state he made of the officers at the sale, did he commence bidding.

Ans.

I cant tell, I should think right off.

Int. 17.

Did you attend any of the meetings of the Board of Supervisors, prior to the sale in September, if yea, state whether at those meetings the subject of drainage of those lands by the County was discussed and whether any of the Supervisors advocated at such meetings the policy of draining those lands by the County.

Ans.

I was at some of the meetings and think that some of the Supervisors advocated draining. I think it was the Supervisors from the Swamp Land District, David Foy and Bryden and the Supervisor from Granville.

Int. 18.

Were there any, and if yea, how large a proportion of the Citizens not connected with the Board

of Supervisors, publicly advocated before the sale, the policy of having the County drain the lands.

Ans. I cant tell how many, there were some.

Int. 19. Do you know whether Mr. Kelsey prior to the sale referred to, advocated the policy of having the Swamp Lands drained by the County, if yea, state whether he advocated the same publicly or not.

Ans. I think he did, advocated it and publicly.

Int. 20. Were you present at the Town meeting at which Owen Lovejoy presided in the Spring of 1856 if yea, state whether at that meeting the policy of the County draining the Swamp Lands was discussed and whether any and if any, how many, publicly advocated that policy.

Ans. I was at a meeting at which Owen Lovejoy presided, where the Swamp Land question was discussed, parties taking different sides, some for draining and some against draining, I cant tell how many.

Cross Interrogatories.

Int. 1. At the time when you say Mr. Kelsey, asked the officers the terms of sale, had not several tracts been sold and did he not

by so asking, interrupt Mr. Thompson and stop the progress of the sale for that time.

Ans. I think there had been a few tracts sold, he of course had to stop sufficient length of time to answer the question and Mr. Kelsey stated to him that he was necessarily absent and could not get in.

Int. 2. Did not Mr. Thompson or Mr. Dimpleton then and there inform Mr. Kelsey that the terms of sale had been previously proclaimed to the bidders.

Ans. In substance they informed him that the terms had been either published or proclaimed.

Int. 3. When did you first see one of the certificates of purchase used at that sale.

Ans. I did not see any used at the sale.

Int. 4. When did you first see one of the certificates of purchase, which was used at that sale.

Ans. I don't know that I saw any that were used at that sale.

Int. 5. Did you ever receive a certificate of purchase or certificates of purchase for any swamp land bought by you at the swamp

Land Sale in September.

Ans. I did, after the sale receive bonds, but I have no recollection about the certificates.

Int. 6. Is it not true that you saw the said certificates or printed forms thereof at the close of the first day's sale, if not before that.

Ans. I think it is not true, I think that there were no certificates or bonds received by me until after the sale when all the bonds were received by me.

Int. 7. Do you affirm that previous to receiving these certificates and bonds you had not a full knowledge of their contents.

Ans. I do, and would not have bid had I known the contents that is I would not have bid so much.

Int. 8. Did you bid at the second sale in November?

Ans. I did.

Int. 9. Did you then know the contents of the said bonds and certificates, if yea, how had you learned the same?

Ans. I did know the contents of the bonds,

but do not recollect anything about the certificates do not know that I had seen them. I learned the contents of the bonds by reading the same.

Int. 10. State any conversation you may have had with the Complainant Kelsey, as to taking out your bonds upon the second sale.

Ans. I told Mr. Kelsey that I thought I would attend the next sale and I too would take certificates —

Int. 11. State what led you to tell this to Mr. Kelsey and why did you use the expression "I too would take certificates"

Ans. The reason of my interrogating Mr. Kelsey upon the subject was that the conditions of the Bonds were not like the conditions proclaimed at the sale, therefore I went to get information from Mr. Kelsey with reference to the matter knowing him to be better posted with reference to the law.

Int. 12. Did Complainant Kelsey in this conversation say that the law required the county to drain the lands —

Ans. I don't know whether he did say it in this conversation, I knew that that was his opinion

Int. 13. Did the said Kelsey and yourself at that time know that the said sale in September was held in pursuance of resolutions of the Board of Supervisors of Bureau County.

Ans. I presume we did. —

Int. 14. Did you know where the said resolutions were to be found on record.

Ans. I presume so.

Int. 15. Where do you presume they were recorded.

Ans. In the office of the County Clerk.

Int. 16. In your said conversation did you speak of these resolutions.

Ans. I do not remember.

Int. 17. Did you not afterwards and did not said Kelsey afterwards purchase a large quantity of these lands at the sale in November.

Ans. I purchased some and presume Mr. Kelsey did.

Int. 18. Is there anything in said bonds upon the subject of Drainage different from the contents of the resolutions of the Board author

izing such sale.

Ans. I think there is.

Int. 19. What is it?

Ans. after examining the resolutions I cant say that there is.

Int. 20. Are you desirous of being released by the County from your contracts of purchase mentioned by you.

Ans. On part I would be willing to pay one eighth of the original purchase money to be released.

Direct resumed.
Int. 21. Do you know that prior to the sale Mr. Kelsey was acquainted with the exact purport of the resolutions of the Board of Supervisors referred to in the preceding interrogatories.

Ans. I do not.

Int. 22. Do you know that he was acquainted with the fact that said resolutions contained the provision that in no event any suit or claim should be brought against the County for or on account of the drainage of any part of the premises.

Ans. I do not.

Int. 23. Did you know there was any such provision.

Ans. I did not.

Int. 24. Have you any reason to suppose that Mr. Kelsey before the sale of the Swamp Lands knew of the existence of any resolutions containing special provisions, or of any other resolution of the Board than one providing merely for the sale of the land at public sale.

Ans. I have not thought about the matter, do not know what facilities he had or whether he was here long enough before the sale to ascertain.

Int. 25. Were any portion of the lands purchased by you dry lands, or such as would not require drainage -

Ans. Yes.

D. E. Norton.

State of Illinois,
Bureau County 3/31

I, Stephen G. Paddock,
Clerk of the County Court in and for said County
and state do hereby certify that the said witness David E. Norton prior to the taking of the foregoing deposition, and on the said 20 day

day of October A.D. 1860, was by me duly affirmed, to testify the truth in relation to the matter in controversy in the suit mentioned in the Caption to these depositions, and in the inclosed notice so far as he might be interrogated in relation thereto; and the said deposition was, on the 20 day of October A.D. 1860, at Princeton in said County and State, taken and reduced to writing and signed and affirmed to by said witness in my presence.

L. S.

Given under my hand and the seal of said Court this 20th day of October A.D. 1860.

Stephen G. Paddock, Clerk.

Adjourned until Monday Oct. 22^d 1860
at 10 o'clock. A.M.

Monday October 22, 1860.

Further taking adjourned by consent of parties from day to day -

Further adjournment by consent of parties had until November 26, 1860, when the taking was resumed.

S. G. Paddock, Clerk.

Deposition of Benjamin Newell.

The said witness being by me first duly sworn doth depose and say in answer to the several interrogatories, as follows, viz: -

What is your name, age, occupation

Int. 1.

Int. 8.

How did the prices at which the said lands sold at the time referred to by you, compare with the actual value of those lands in their then condition and without any obligation on the part of the County authorities to drain them?

Ans.

We bid three or times the amount of the appraisement in most of the lands I think. I should say they sold for three or four times their actual worth under the condition not to drain. I considered the prices fair if the County was to drain, and I do yet. -

Int. 9.

Was the Complainant C. L. Kelsey present at the time of the announcement referred to by you?

Ans.

No, I think not, my impression is that Mr. Kelsey came in after a few tracts were sold.

Cross Interrogatories.

Int. 1.

You speak of bidding at the said sale, if you were a purchaser of any of said lands to what extent did you purchase?

Ans.

I think about \$16,000.

Int. 2.

In your answer to the 6th Interrogatory you say that you "would not have made such bids as you did make had you not understood that the land would be drained by the County," you

will state how you derived this understanding, that the lands were to be drained by the County?

Ans. I got it from Kelsey previous to the sale and from Burroughs, that pretended to know that the County would have to drain the lands.

Int. 3. Is that all you can say as to the sources of your understanding on this subject?

Ans. I think it was, previous to the sale.

Int. 4. Then please state fully and particularly all that said Kelsey told you at that time on the subject.

Ans. He said the County never could give a good title to the lands unless they drained them, as on those conditions they received them from the state. That was the substance of it.

Int. 5. In your direct examination, do you mean to swear that it was your understanding at the said swamp land sale that the County by the terms of its contract with yourself and the other purchaser was to drain the said swamp lands, and is it not true that when you speak of the County draining the said lands you do not mean that by the terms of sale the said County agreed to drain the said lands, but refer to some real or supposed legal obligation so to do, outside of said contract between the County and said bidders and not mentioned therein. -

Ans.

Of course it was my understanding that the County was to drain the lands. Of course I rely on the other, I relied on Kelsey - I understood that the United States gave them to the States for the purpose of reclaiming, of the States draining them and the State was under the same obligations, they could not give the County a title without somebody's draining them, nor the County, could not give the purchasers a title unless they were drained.

Int. 6.

Is it not true that this understanding (which you have just stated) of the legal obligation of the County to drain the said lands, was the only ground, which you had at such sale for supposing that the County would drain the said lands; if you had any other ground for such supposition, you will state it fully and particularly.

Ans.

I do not know as I had any other ground.

Int. 7.

Did you not know that the said Swamp Land sale was held in pursuance of certain resolutions of the Board of Supervisors of Bureau County? -

Ans.

I supposed they had the charge of it and that the sale was made according to their directions. -

Int. 8.

Did you not know where the proceedings

of said Board were recorded and did you not consult, or could you not have consulted, the said record to determine the terms and conditions of said sale?

Ans. I did not do it, but suppose I could have done it; I suppose the proceedings were on their books. -

Int. 9. Is it not true that you are desirous of being released by the County from your said purchases of Swamp land, and has not a memorial or application for that purpose been presented to the Board of Supervisors of said County. -

Ans. Yes, I am desirous of being released and such a memorial has been presented I have understood
Benjamin Newell -

State of Illinois,
Bureau County 3/4. I, Stephen G. Paddock
Clerk of the County Court in and for said County
and State do hereby Certify that the said witness Benjamin Newell prior to the taking of
the foregoing deposition, and on the said 26
day of November A.D. 1860, was by me duly sworn
to testify the truth in relation to the matter in
controversy in the suit mentioned in the Caption
to these depositions, and in the inclosed Notice
so far as he might be interrogated in relation

thereto; and the said deposition was, on the 26th & 27th days of November A.D. 1860, at Princeton in said County and State, taken and reduced to writing and signed and sworn to by said witness in my presence.

L. S.

Given under my hand and the seal of said Court this 27th day of November A.D. 1860.

Stephen G. Paddock,
Clerk.

To wit: on the 25th day of October A.D. 1860; the following stipulation was filed viz:

State of Illinois } In Circuit Court
County of Putnam } Oct. Term A.D. 1860.

Charles L. Kelsey

vs.

R. D. Dimpleton D.C.
et al.

Bill for Injunctio -

No. 106.
Chancery.

In this cause it is stipulated and agreed by all said parties that said Complainant may have entered at this term a decree pro forma in his favor making perpetual the Injunction herein and forbidding & enjoining said deft. R. D. Dimpleton from

holden at the Court House in Kennebec
on Monday the Twenty-second day of Oc-
tober in the year of our Lord one thousand
eight hundred and sixty.

Present, Hon. Martin Ballou, Judge,
George Dent, Esq. Clerk,
John P. Gerberich, Esq. Sheriff,
Henry Miller, Esq. Stat. attorney.

To wit, on the 4th day of said Term the
following decree was entered, viz:

Charles L. Kelsey
vs.
Robert T. Templeton, Drainage
Commissioner &c. and the Board of
Supervisors of Bureau County,
State of Illinois.

} In Chancery
} Decree pro forma.

And now on this 4th day
of said Term, said Complainant comes by Messrs.
Peters & Winslow his solicitors, and said defend-
ants also come by Messrs Leland, Taylor &
Paddock, their Solicitors and by stipulation
of said parties on file herein, it is by the Court
ordered, adjudged and decreed that the in-
junction restraining the sale of said Compls
land in said Bill mentioned be made perpetu-
al and that said defendant Robert T. Templeton
and his assigns and successors in office be
forever restrained from further proceeding in
the sale of said Complainant's land under the

Mortgage mentioned in said Complainant's Bill of Complaint herein; and further that each party in this Cause have until February first A.D. 1861 to take & file depositions and other evidence herein the same to be filed by the Clerk of this Court as part of the record of this Cause together with the proofs and exhibits already on file herein, the same to be considered as having formed a part of said Cause when said decree was entered and of the evidence in said Cause upon which said decree was entered, and that the defendants pay the costs of this suit.

M. B.

State of Illinois }
 County of Putnam } ss. In Circuit Court
 Putnam Co. Oct. Term A.D. 1860.

Charles L. Kelsey

vs.
 Robt. T. Simpleton, D. C. &
 Board of Supervisors Bu. Co.
 Illinois

The foregoing decree was entered pro forma by agreement & giving all the rights of the defendants to be heard in the Supreme Court and by agreement an appeal to said Supreme Court is hereby allowed to the defendants. -

M. Ballou, Judge
 23^d Judicial Circuit Ills.

To wit, on the 29th day of January A.D.
1861, the following stipulation was filed, viz:

State of Illinois
Supreme Court 3rd Grand Divⁿ. 3

On appeal from Putnam Co.
Robert T. Templeton, Drainage Com^r &c.
and the Board of Supervisors of
Bureau County, State of Illinois,
(Appellants)

3
3 In Chancery.
Charles L. Kelsey (Appellee)

In this case it is agreed
that the Clerk of the Circuit Court of said Putnam
County in making up the record for the Supreme
Court on appeal herein shall embody in such
record the following statement of facts as a
stipulation between said parties, to wit:

A notice of said Swamp Land Sale
whereof the following is a true copy omitting a
portion of the lands therein set forth was by
said Drainage Commissioner on the eleventh
day of July A.D. 1856 published in the "Bureau
County Democrat" the "Princeton Post" & the
"Tiskliwa Independent" weekly public newspa-
pers printed in said Bureau County and the
only newspapers at that time published in said
County - said notices containing a list of all
the Swamp Lands of said County and being in
the words and figures, viz:

"Swamp Land Sale"

In pursuance of
 "an order of the Board of Supervisors of Bureau County,
 "Illinois made at the April Term thereof I will offer
 "for sale in forty acre tracts at the Court House in
 "Princeton commencing on the third Monday of
 "September next (the 15th) at 10 o'clock A.M. all
 "of the Swamp or overflowed lands belonging to
 "said County, to wit:

A list of Swamp and overflowed
 "lands selected as inuring to the State of Illi-
 "nois under the provisions of the act of Congress ap-
 "proved September 28, 1850 lying in the County
 "of Bureau

Description	Sec.	Town.	Range	ac.
S. W. 1/4	1.	16.	6 E.	160
E. 1/2 S. E. 1/4	2	"	" "	80
[&c	&c.	&c.	&c.	&c.

including as above all the Swamp Lands
 in said County and footing up - total 2700
 " Terms made known on day of sale "

[Signed]

R.D. Simpster, Drainage Comr.

"Princeton July 8, 1856.

It is further agreed that the exhibits at-
 tached to appellants answers herein are true
 copies of the resolutions and proceedings of
 said Board of Supervisors as therein purported

to be set forth - and that the exhibit attached
to appellee's Bill herein purporting to be a copy
of the Mortgage in question is a true copy of
such mortgage -

Milton J. Peters

Sol. for Complt

Jan'y 28. 1861 3 Leland, Taylor & Paddock
Sols for depts.

On the same day, to wit: January
29th A.D. 1861, the following Stipulation
was filed, viz:

State of Illinois 3 At April Term
Supreme Court 3 A.D. 1861.
Third Grand Division 3

Robert T. Templeton Drainage
Com^r. et. al.

^{v.}
Charles L. Kelsey

In this Cause it is ad-
mitted that the foregoing (fol.) paper Commene-
ing "The United States of America, To all &c."
is a true copy of the original patent No. 1, is-
sued by the United States under the Act of
Congress of Sept. 28. 1850, recorded in the office
of the Auditor of Public Accounts at Springfield
omitting a list of the Swamp lands therein

Conveyed; that said patent No. 1 is a duplicate
of patent No. 2 saving as to date and description
of Swamp lands conveyed that said patent
No. 2 is in like manner issued and recorded
and that said patents 1 & 2 Comprise all the
Swamp lands granted to the State of Illinois by
the Genl Government under said Act of Con-
gress lying within said County of Bureau
State of Illinois; and it is agreed that the
Clerk of the Circuit Court of Putnam Co. shall
embody this stipulation and copy of said
patents in the record herein to be transmitted
to the said Supreme Court as evidence on
the part of said Appellants in this Cause

Pinecton Jan'y 23. 1861. Milton J. Peters

Sol for Compl't.
Taylor & Paddock
Sols for Appellants

No. 1.

The United States of America,
Do all to whom these presents shall come
Greeting; Whereas by the Act of Congress approved
September 28th 1850 entitled an Act to enable
the State of Arkansas and other states to
claim the Swamp Lands within their limits
it is provided that all the Swamp and overflowed
lands made unfit thereby for cultivation within
the State of Illinois which remained unsold
at the passage of said Act shall be granted
to said State and whereas in pursuance

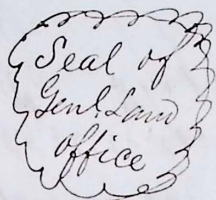
2

of instructions from the general land office of the United States the several tracts or parcels of land hereinafter described have been selected as swamp and overflowed lands accruing to the said state under the act aforesaid being situated in the district of lands subject to sale at Dixon now Springfield, Illinois to wit: (Here follows a description of the lands) and containing in the aggregate eighty-eight thousand seven hundred and sixty-five acres and twelve hundredths of an acre according to the official plats of survey of the said lands returned to the General Land Office by the Surveyor General and for which the Governor of the said State of Illinois did on the twelfth day of December one thousand eight hundred and fifty-four request a patent to be issued to the said state as required in the aforesaid act.

Now therefore know Ye, that the United States of America in consideration of the premises and in conformity with the act of Congress aforesaid, Have given and granted and by these presents do give and grant unto the said State of Illinois in fee simple subject to the disposal of the Legislature thereof the tracts of land above described - To have and to hold the same together with all the rights, privileges, immunities and appurtenances thereto belonging unto the said State of Illinois in fee simple and

to its assigns forever.

In Testimony whereof
Franklin Pierce, President of the United
States of America have caused these letters
to be made patent and the Seal of the General
Land Office to be hereunto affixed.



Given under my hand at the
City of Washington the twentieth
day of October in the year of our
Lord One thousand eight hundred
and fifty-six and of the Inde-
pendence of the United States the eighty-first.

By the President "Franklin Pierce"

By Sidney Webster Secretary

M. Grange

Recorded Vol. 1 pages 2
101 to 119 inclusive

Records of the General
Land Office -

Afterwards, to wit: on the 31st day of
January A.D. 1861, the following stipula-
tion was filed, viz:

State of Illinois

Supreme Court 3rd Grand Division

At April Term 1861.

The Board of Supervisors of
Bureau County, Ills. and
Robt. T. Templeton Drainage Comr. &c.

Charles L. Kelsey

In this Case it is agreed that the following is a true Copy of the notice of the Second Swamp Land Sale mentioned in said Kelsey's Bill herein omitting a list of the lands therein mentioned to wit:

Swamp Land Sale.

The adjourned sale of the Swamp and overflowed lands of the County of Bureau will take place at the Court-House in Princeton on Wednesday the 25th day of November next at 10 o'clock A.M. when the following tract will be offered, to wit: (Here is set out a list of the lands not previously sold) Terms of sale one eighth in Cash and seven-eighths in note payable in 5 years with six per cent interest payable semi-annually in advance -

(Signed) R. T. Tinspleton,

Drainage Commissioner,

this agreement to be incorporated into the record herein by the clerk of the Circuit Court of Putnam County -

Peters & Winslow
Sols. for Compt.

Leland Taylor & Paddock
Jan^y 30, 1861: Sol^s for County & Tinspleton
on the same day, to wit:
Jan^y. 31, 1861. the following, was filed, viz:

State of Illinois,
County of Bureau 31.

I, Stephen G. Paddock, Clerk
of the County Court of said Bureau County
do hereby Certify that the following is a true
Copy from the record now remaining in my
office of the List of Swamp and Overflowed
Lands selected as inuring to the State of Illi-
nois under the provisions of the Act of Congress
approved September 28, 1850 lying in the County
of Bureau and which list was returned to the
office of said Clerk by the Auditor of said
State on the 15th day of January A.D. 1855 and
recorded by the County Clerk of said County in
his said office on the 20th day of December 1855,
as appears from the Certificates of said Auditor
and Clerk recorded with said list a Copy
whereof is hereto appended (omitting however from
the Copy of said record of said Auditor's list or
abstract a portion of the lands therein set forth
to wit: "A list of Swamp and overflowed
lands selected as inuring to the State of
Illinois under the provisions of the Act of
Congress approved September 28, 1850 lying
in the County of Bureau

Description	Sec.	Town	Range	Acres
S. W. 74	1	16 N.	6 E.	160
[remainder of tracts omitted]				
Total acres 37.486 7/4				

" Auditor's office,

Springfield, Illinois.

I, Thomas H. Campbell, Auditor of Public Accounts of the State of Illinois, certify that the foregoing is a true and correct abstract of the Swamp and overflowed lands lying in the County of Bureau as appears by the abstracts of Swamp and overflowed lands furnished by the Commissioner of the General Land Office to the Governor of this State and filed in this office.

Auditor's Seal

In Testimony Whereof, I have hereto subscribed my name and affixed the seal of my office this 15th day of January 1855.

Thos. H. Campbell,
Auditor"

" State of Illinois,

Bureau County 3rd County Clerk's office

I, Joseph V. Thompson Clerk of the County Court of said County do hereby certify that the foregoing is a true and correct copy of the abstract of Swamp and overflowed lands lying in said County as returned to this office by the Auditor of Public Accounts of said State and now on file in said office -

County Seal

Witness my hand and official seal this 20th day of December 1855.

J. V. Thompson Clerk by
Geo. Allen, Deputy

In witness whereof I the said
County Clerk have hereto set my hand and
official seal at Princeton this 30th day of
January A.D. 1861.

County
Seal

Stephen G. Paddock,
County Clerk
By B. S. Ferris, Deputy.

State of Illinois }
County of Putnam }
C. L. Kelsey

Board Supervisors of Bureau County
and Robert T. Templeton Drainage
Commissioner &c.

In this cause it is admitted
that the facts set forth in the foregoing cer-
tificates are true and that the Clerk of the
Circuit Court of said Putnam County shall
incorporate the same in the record hereon
Jan'y 30, 1861.

Peter Winslow

Sol: for Compt.

Leland Taylor Paddock
Sol: for appellants.

State of Illinois ss.
Putnam
County of ~~Bureau~~

I, John P. Gerberich, Clerk of the Circuit Court of said state in and for said County of Putnam do hereby certify that the foregoing and heret attached transcript is truly and carefully copied by me from the records and files of my said office and that said transcript has been carefully compared by me and contains a full and complete record of the said cause of Charles L. Helsey versus the Board of Supervisors of said Bureau County and Robert T. Leupeltin Drainage Commissioners being all the matters of record on file therein in my said office saving certain affidavits referred to in the above mentioned stipulation bearing date of Oct 25. 1860 which said affidavits are not herein set forth -

In testimony whereof
the said Clerk at my
office at Keosauqua do
heret set my hand
and the Seal of said
Court on this second
day of March A.D. 1861.
John P. Gerberich, Clerk



To-wit, on the 8th day of June 1860,
the following Notice, writ Interrogatories & Exhibits
were filed: viz: (+ depositions attached.)
State of Illinois,
County of Putnam 3^{SS.}

The People of the State of Illinois:
To John A. Bolles Esq., of Boston, in the
Commonwealth of Massachusetts, or to any Judge
or Justice of the Peace of the County of Suffolk in the
Commonwealth aforesaid.

Whereas, it has been represented to us that
Thomas Hope, a material witness in a certain Cause
now depending in our Circuit Court, in and for the
County of Putnam aforesaid, between Charles L.
Keelsey Plaintiff, and Robert T. Timpler, Drain-
age Commissioner &c. and the Board of Supervisors
of Bureau County, State of Illinois, Defendants,
and that the said witness resides at Boston, in the
Commonwealth aforesaid, without the said State
of Illinois, and that his personal attendance can-
not be procured at the trial of the said Cause: Now
know ye that we, in confidence of your prudence
and fidelity, have appointed you Commissioner
to examine the said witness, and do therefore au-
thorize and require you to cause the said wit-
ness to come before you at such time and place
as you may therefor designate and appoint, and
diligently to examine the said witness, on the oath
or affirmation of the said witness by you first duly
in that behalf administered, and faithfully to
take the deposition of the said witness upon all

interrogatories inclosed, with or attached to these presents, both on the part of the said plaintiff, and of the said defendant, and none others; and the same when thus taken, together with this Commission and the said interrogatories, to certify into our said Circuit Court with the least possible delay -

L. S.

Witness Geo. Dent, Clerk of our said Court, and the seal thereof, at Hannepin in said County, this Sixteenth day of June A.D. 1860.
George Dent, Clerk.

The State of Illinois
County of Putnam

In the Circuit Court

at the October Term A.D. 1860.

Charles L. Kelsey

vs.

Bill in Chancery -

Robert T. Dimpleton Drainage
Commissioner &c., and The Board
of Supervisors of Bureau County,
State of Illinois.

The said Complainant and Messrs. Peters & Winslow, his Solicitors will take notice that on Saturday June Sixteenth 1860, at ten o'clock A.M., the said defendants will sue out of the office of the Clerk of the Circuit Court of said Putnam County a *dedimus potestatem* or Commission directed to John A. Bolles Esq. of Boston in the Commonwealth of Massachusetts

as Commissioner or to any Judge or Justice of the
Peace of the County of Suffolk in said Commonwealth
authorizing such Commissioner Judge or Justice
to take the deposition of Thomas Hoop a witness
for said defendants residing out of said State of
Illinois, to wit: at said Boston, Massachusetts
upon certain interrogatories to be enclosed with
said Commission true Copies whereof are hereto ap-
pende

Princeton 5th June 1860.

Taylor Paddock & Phelps
Defendants Solicitors

To Charles L. Kelsey Esq.,
& Messrs. Peters & Winslow
his Solicitors &c.

Princeton June 5, 1860 -

Recd of Taylor, Paddock & Phelps at our
office a true copy of the foregoing notice and
the interrogatories hereto annexed, numbered
1 to 20 inclusive -

Peters & Winslow

Solrs. for Compl.

Interrogatories on the part of said defendants
to be propounded to said Thomas Hoop -

Inty 1 - What is your name, age, occupation and
place of residence -

Introg. 2. - If you have ever resided in Bureau

County, State of Illinois, state how long you resided there and when you removed.

Interrog. 3.

If you are acquainted with said Complainant Charles L. Kelsey and said defendant Robert T. Timpler state where and how long you have known them respectively - also the nature of your acquaintance with them respectively.

Interrog. 4.

Were you, or not, a member of the Board of Supervisors of said Bureau County, Illinois in the spring of the year 1856?

Int. 5.

Did you attend and act at the special session of said Board called on Monday 28th April 1856? If you say you did, were you, or not, a member of the Swamp Land Committee of the said Board at that time?

Int. 6.

Please look upon the attested copy of resolutions, marked "A." hereto attached, and now shown you, and say whether the originals thereof reported to the said Board were drafted by yourself or are in your hand-writing.

Int. 7.

State how long, if at all, such original resolutions were in your possession or control before they were laid before ^{the} said Board.

Int. 8.

Did you ever show to said complainant

2

ant Charles L. Kelsey such original resolutions? If yea, when and where; and did said Kelsey read or examine the same?

Int. 9.

When you so showed the said resolutions, if you showed them did you and said Complainant, Charles L. Kelsey have anything to say as to the obligations of the County of Bureau to drain the, so called Swamp Lands belonging to said County? Please state fully and substantially all that was said by you both on that occasion, on that subject, if anything was so said.

Int. 10.

If you ever showed to said Complainant Charles L. Kelsey, any draft of resolutions which were afterwards reported to said Board of Supervisors at said special session by said Swamp Land Committee, please state whether the said Complainant read or examined the same; and, also whether the same is truly copied in the paper above mentioned, marked "A." shown you on the 6th. Interrogatory.

Int. 11.

If you say you showed said Complainant Charles L. Kelsey the draft mentioned in the preceding interrogatory, and that the same was read by him, but the said draft is not truly copied in such paper marked "A." you must state particularly in what respect the draft shown Complainant differed from the resolutions

set forth in the said schedule, or paper marked "A."

Int. 12.

Did you or any other member of such Swamp Land Committee ever consult said Complainant Charles L. Kelsey as to the framing or preparation of the resolutions mentioned in the County Clerk's Certificate shown you on the 6th Interrogatory? If so, when, where and how did such Consultation take place?

Int. 13.

Did said Complainant, Charles L. Kelsey, render or offer you or the Committee of which you were a member any counsel or assistance in the drafting or preparation of the resolutions last above mentioned? If so, when & where, and what was the nature of the same?

Int. 14.

If you know any facts showing or tending to show that said Complainant, Charles L. Kelsey prior to ~~the~~ September 15th A.D. 1856, was aware and had actual notice of the contents of the resolutions of said Board as set forth in the attested Copy shown you on the 6th interrogatory you will please state them as fully and completely as if thereto specially interrogated, being particular in specifying whether such facts and occurrences came to your knowledge before or after the first Swamp Land Sale; to-wit: before or after the 15th September A.D. 1856?

Int. 15.

Please look on the paper hereto annexed marked "B." and say whether you, or any one in your presence ever showed a similar printed form, either blank, or filled to said Complainant Charles L. Kelsey, and whether you ever saw such form blank or filled, in said Complainant's possession or control. If so when, where and under what circumstances did this take place?

Int. 16.

If you answer to the last interrogatory that said Complainant Charles L. Kelsey was so shown, or did so have possession or control of said printed form, will you state whether this occurred before or after such first Swamp Land Sale; that is to say, before or after 15th September A.D. 1856?

Int. 17.

Did said Complainant, Charles L. Kelsey ever state in your hearing any reason why he had not applied at the County Clerk's office for his bonds in satisfaction of his certificates of purchase according to the terms of such Swamp Land Sale? If he did, you will please state what Complainant said on that subject, and also when and where it was so said.

Int. 18

If you believe that said Complainant Charles L. Kelsey had actual information or knowledge before such first land sale,

to wit - before September 15th A.D. 1856, that the bonds to be given by the said County of Bureau to the purchasers at the sale of said Swamp Lands to be held on said 15th day of September were to contain a clause whereby it was provided that "in no event should any suit or claim be brought against the said County for, or on account of the drainage of any part of said premises," will you state fully and particularly the facts causing such beliefs?

Int. 19.

Do you know anything showing or tending to show that sd. Complainant, Charles L. Kelsey at any time before the first sale of said Swamp Lands, to wit; 15, September A.D. 1856, knew or was informed, that the said Board of Supervisors intended not to drain said Swamp Lands, but intended to sell the same free from any claim of, or on account of such drainage, at the time, and in the manner set forth in the resolutions mentioned in the Clerk's Certificate before shown you and hereto appended? If you say you do, then state fully all you know upon that subject, in like manner as if thereto specially interrogated. -

20.

Do you know anything not above testified by you which would be material and for the benefit of said defendants in this case in anywise? If you have such knowledge you will state the same ^{as} fully and completely as

if they are specially interrogated.

Taylor, Paddock & Phelps
Solicitors for Defendants.

1st Resolved, that the Drainage Commissioner be authorized, after giving sixty days notice in the several newspapers of the County, to sell at the door of the Court-house, to the highest bidder, beginning at ten o'clock A.M. on the 3rd Monday of September next, all the Swamp and overflowed lands belonging to the County of Bureau, in forty acre lots with the privilege of the tract at the discretion of the Drainage Commissioner, on the following terms, viz: one eighth in hand and the balance in five years, with interest at six per cent per annum, payable semi-annually in advance -

2^d Resolved that the Drainage Commissioner shall for each days purchase require the payment to him of one eighth the purchase money, and take a note from the purchaser for the remaining seven eighths of the purchase money, with interest at six per cent. per annum payable semi-annually in advance, and thereupon give the purchaser a certificate of such purchase, for which certificate he shall be entitled to receive from the purchaser a fee of one dollar, provided, each purchaser may, if he direct, have included in such certificate, for one fee, all lots so purchased by him on any one day, not exceeding ten in number

This is the paper marked "A" & mentioned in the Interrogatory -
Taylor Paddock & Phelps
Depts. etc.

"A"

Provided, further that when there is but one tract of 40 acres included in a certificate the fee shall be but fifty cents for said certificate -

3rd Resolved, that the County Clerk (such Certificate having been filed with him) shall execute under the County seal a bond to the purchaser or his legal representative for a conveyance by a Warranty Deed, of all the right, title and interest of the County in and to the premises described in such certificate, upon condition that if the purchaser shall promptly pay his said note and all taxes which may be assessed and levied thereon and interest with condition that the time of payment is material and the essence of the contract and that in no event shall any suit or claim be brought against the County for or on account of the drainage of any part of said premises which last condition shall also be inserted as a condition in any deed to be given for the premises and for any such bond the Clerk shall be entitled to a fee of one dollar, to be paid in all cases by the purchaser on same terms as for certificate of purchase -

4th Resolved, that the Drainage Commissioners be instructed to take suitable steps to sustain the right of the County to such lands and that such purchaser shall be required to defend the lands purchased by him against every contestant and that if the title of the County to any such, so contested, shall fail, suitable effort to sustain the same having been made by the purchaser,

to the satisfaction of the Drainage Commissioner, at the time of such contest, the County will repay to such purchaser the money and cancel or release the note received therefor but in case any purchaser shall not make suitable effort to the satisfaction of such Drainage Commissioner to oppose any such contestant, then all payments by him made shall be forfeited to the County. -

5th Resolved, that the Board of Supervisors re-appraise, and they are hereby re-appraised, as follows: First Class, one and a half dollars per acre, second class one dollar per, and the third class fifty cents.

Resolved, that the Bond of the Drainage Commissioner be affixed at the sum of thirty thousand dollars -

State of Illinois,
County of Bureau 3rd Ss.

I, Stephen G. Paddock,
Clerk of the County Court in and for said County hereby certify that the foregoing resolutions were adopted at a session of the Board of Supervisors for said County begun at Princeton in said County on Monday April 28, 1860 as appears of record in this office.



Witness my hand and the
seal of said Court this 4th June
1860.

Stephen G. Paddock,
Clerk.

Know all men by these presents, that
the Board of Supervisors of Bureau County, Illinois
are held and firmly bound unto
and his legal representatives in the penal sum
of _____ dollars for the payment of which
we bind the said County - sealed with the seal
of said _____ this day of
A.D. 1856.

The Condition of this obligation
is such, that whereas the Drainage Commis-
sioner of said County, on the _____ day of
A.D. 1856, at the door of the Court House
in the town of Princeton, in said County, at Public
Auction, did sell to the said _____ as the
highest and best bidder, the following tract of
swamp and overflowed land belonging to the said
County, viz:

"B"

This is the paper marked "B"
mentioned in fifteenth interrogatory
Taylor, Paddock & Phelps
Deft's Exs.

for the sum of _____ dollars, one _____ of
which the said _____ has paid cash in hand,
the receipt of which is hereby acknowledged, and he
has executed his note to the said Board of Supervisors
for the sum of _____ (the remaining _____)
payable to them five years from date, with six per

cent. interest from date, payable semi-annually, in advance.

Now, if the said County of Bureau shall well and truly convey to the said the above premises by Warranty Deed, of all the right, title and interest of said County, in and to the said premises upon the said punctually paying said note at maturity, and all taxes which may be assessed and levied upon said premises and all interest on said note, (it being the express condition of this bond that the time of payment is material and the essence of the contract) then this obligation to be void, otherwise to be and remain in full force and effect; but it is expressly provided, that in no event shall any suit or claim be brought against this County, for or on account of the drainage of any part of said premises, and that the said shall defend said premises so purchased by him, against any contestant, and that if the title thereto shall fail, suitable efforts to sustain the same having been made to the satisfaction of the Drainage Commissioner at the time of such contest, the County shall repay to the said the money so paid by him and cancel or release the note aforesaid, but in case the said shall not make suitable effort to the satisfaction of such Drainage Commissioner to oppose any such contestant, then all payments by him made on said purchase shall be promptly forfeited to said County.

In testimony whereof I have herunto

set my hand and affixed the seal of said
County, at Princeton, this day of
A.D. 1856.

County Clerk of said County.

The deposition of Thomas Hooper of Boston,
in the County of Suffolk & Commonwealth of Mas-
sachusetts, a witness of lawful age, produced, sworn
& examined, upon his corporal oath, on the twenty
eighth day of June, in the year of our Lord Eighteen
hundred & sixty, at my office in said Boston, by me,
John A. Bolles, a Commissioner duly appointed by
the foregoing Commission duly issued out of the
Clerk's office of the Circuit Court of Putnam County,
in the State of Illinois, bearing teste in the name
of George Dent, Esq. Clerk of the said Circuit Court,
with the seal of said Court affixed thereto, & to me
directed as such Commissioner for the examination
of the said Thomas Hooper, a witness in a certain
suit & matter in controversy, now pending & undeter-
mined in the said Circuit Court, wherein Charles
L. Kelsey is Plaintiff, & Robert T. Dimpleton & the
Board of Supervisors of Bureau County in said
State of Illinois, are defendants, in behalf of the
said defendants, upon the interrogatories attached to
& inclosed with the said Commission, & upon none
others,

The said Thomas Hooper, being first duly

sworn by me 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 Plaintiff as the Defendants, in relation to the matters in controversy between the said Plaintiff & Defendants, so far as he should be interrogated, testified & deposed, as follows:

viz:

Interrogatory first: What is your name, age, occupation & place of residence?

Answer to first Interrogatory — My name is Thomas Keefe: my age is forty-six years: my occupation is that of Clerk, Book-keeper & pay-master of Gor & Munson: I reside in Boston.

Interrogatory second. If you have ever resided in Bureau County, State of Illinois, state how long you resided there & when you removed.

Answer to the second Interrogatory. I resided in said County twenty years: & removed from there in February A.D. 1858 - eighteen hundred & fifty-eight.

3

Interrogatory third. If you are acquainted with said Complainant Charles L. Keelsey & said Robert T. Tompkins, state when & how long you have known them, respectively, also the nature of your acquaintance with them respectively.

Answer to the third Interrogatory. I have known

them both in said Bureau County; I have known them at least ten years each; - intimately both, especially Kelsey.

- 4 Interrogatory fourth. Were you or not a member of the Board of Supervisors of said Bureau County, Illinois, in the spring of the year 1856?

Answer to the fourth Interrogatory.
I was.

- 5 Interrogatory fifth. Did you attend & act at the special session of said Board called on Monday, 28th April 1856? If you say you did, were you, or not, a member of the Swamp Land Committee of the said Board at that time?

Answer to the fifth Interrogatory.
I did & I was.

- 6 Interrogatory sixth. Please look upon the attested copy of Resolutions, marked "A." hereto attached, & now shown you, & say whether the original thereof reported to the said Board, were drafted by yourself, or one in your hand-writing -

Ans. to the sixth Interrogatory.

I drafted them under advice of the other members of the Board & they are in my writing.

- 7 Interrogatory seventh. State how long, if at

all, such original Resolutions were in your possession, or control, before they were laid before the said Board.

Answer to Interrogatory Seven.

From twelve to thirty-six hours; probably thirty-six.

8 Interrogatory Eighth. Did you ever show to said Complainant, Charles L. Kelsey, such original Resolutions? If yea, when & where: & did said Kelsey read, or examine the same?

Answer to the Eighth Interrogatory.

The only one of the Resolutions that I ever showed to said Kelsey was the one that relates to the fees of the Commissioner. —

9 Interrogatory Ninth. When you so showed the said Resolutions, if you showed them, did you & said Complainant, Ch^s. L. Kelsey, have anything to say as to the obligation of the County of Bureau to drain the, so called, swamp lands belonging to said County? Please state fully & substantially all that was said by you both on that occasion on that subject, if anything was so said.

Answer to the Ninth Interrogatory.

My answer to interrogatory eighth is my answer to this, also.

Interrogatory tenth. If you ever showed to said Complainant, Chas. L. Kelsey, any draft of Resolutions which were afterwards reported to said Board of Supervisors at said special session, by said Swamp Land Committee, please state whether the said Complainant read or examined the same, & also whether the same is truly copied in the paper above mentioned marked "A." shown you on the 6th Interrogatory.

Answer to tenth Interrogatory.

My answer is the same as to the eighth Interrogatory.

Interrogatory Eleventh. If you say you showed said Complainant, Chas. L. Kelsey, the draft mentioned in the preceding interrogatory, & that the same was read by him, but that the said draft is not truly copied in such paper marked "A." go on & state particularly in what respect the draft shown Complainant differed from the Resolutions set forth in the said schedule or paper marked "A."

Answer to Eleventh Interrogatory -
I answer as above.

Twelfth Interrogatory - Did you or any other member of such Swamp Land Committee ever consult said Chas. L. Kelsey as to the framing or preparation of the Resolutions mentioned in the County Clerk's Certificate shown you

on the 6th Interrogatory? If so, when, where & how did such Consultation take place?

Answer to Twelfth Interrogatory.

Only so far as I have related.

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Thirteenth Interrogatory. Did said Complainant, Charles L. Kelsey, render or offer you or the Committee of which you were a member, any Counsel or assistance in the drafting or preparation of the Resolutions last above mentioned? If so, when & where, & what was the nature of the same?

Answer to the thirteenth Interrogatory -

He did, at my request, put into legal phrase, the resolution spoken of in my eighth answer, before I reported it.

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Interrogatory fourteenth. If you know any facts showing or tending to show, that said Complainant, Ch^s L. Kelsey, prior to September 15th A.D. 1856 was aware & had actual notice of the Contents of the Resolutions of said Board as set forth in the attested copy shown you on the 6th Interrogatory, you will please state them as fully & completely as if thereto specially interrogated; being particular in specifying whether such facts & occurrences came to your knowledge, before or after the first Swamp Land Sale, to wit: before or after the 15th Sep.

Tember A.D. 1856.

Answer to fourteenth Interrogatory.
I do not.

15. Interrogatory fifteenth. Please look on the paper hereto annexed, marked "B." & say whether you, or any one in your presence ever showed a similar printed form, either blank, or filled to said Complainant, Charles L. Kelsey, & whether you ever saw such form, blank or filled, in said Complainant's possession, or control. If so, when, where, & under what circumstances, did this take place?

Answer to fifteenth Interrogatory.
I never did.

16. Interrogatory sixteenth. If you answer to the last interrogatory that said Complainant Chas. L. Kelsey, was so shown or did so have possession, or control, of said printed form, will you state whether this occurred before or after such first Swamp Land Sale, that is to say, before or after 15th September A.D. 1856?

Answer to Interrogatory sixteenth -
I have already answered this.

17. Interrogatory seventeenth. Did said Complainant Ch^s. L. Kelsey ever state in

your hearing; any reason why he had not applied at the County Clerk's office for his bonds in satisfaction of his certificates of purchase according to the terms of such Swamp Land sale? if he did, you will please state what Complainant said on that subject, & also when & where it was so said.

Answer to interrogatory seventeenth.

Sometime after the sale mentioned, hearing from the said Clerk that said Kelsey, had not taken his said Bonds, I spoke to him about it, & he said that having already received from the Swamp Land Commissioner his receipt for the first payment on his purchase he did not wish to pay fees for Bonds, or be at any further expense till he should call for his deeds.

18. Interrogatory Eighteenth, If you believe that said Complainant, Ch^r. L. Kelsey had actual information or knowledge before such first land sale, to wit: before the 15th September A.D. 1856 that the bonds to be given by the said County of Bureau to the purchasers at the sale of said Swamp lands, to be held on the said 15th day of September were to contain a clause whereby it was provided that "in no event should any suit or claim be brought against the said County, for, or on account of the Drainage of any part of said premises," will you state fully & particularly, the facts causing

such beliefs?

Answer to Eighteenth Interrogatory -

I have no other reason than my knowledge that Kelsey was a man remarkably sharp, shrewd & intelligent in all business matters whatever. -

19. Interrogatory Nineteenth. Do you know anything showing, or tending to show, that said Complainant Chs. L. Kelsey, at any time before the first sale of said Swamp Lands, to wit: 15th September A.D. 1856, knew, or was informed, that the said Board of Supervisors intended not to drain the said Swamp lands, but intended to sell the same free from any claim of, or on account of such drainage at the time & in the manner set forth in the Resolutions mentioned in the Clerk's certificates before shown you & hereto appended? If you say you do, then state fully all you know upon that subject, in like manner as if thereto specially interrogated

Answer to Interrogatory nineteenth -
I do not.

20. Twentieth Interrogatory. - Do you know anything not above testified by you which would be material & for the benefit of said dependants in this case, in anywise? If you have such knowledge, you will state

the same fully & completely, & as fully & completely,
as if thereto specially interrogated.

Answer to the Twentieth Interrogatory—
I do not. — Thomas Hope.

I, John A. Bolles, of the County of Suffolk
& Commonwealth of Massachusetts, a Commissioner
so duly appointed to take the deposition of the
said Thomas Hope, whose name is subscribed
to the foregoing deposition, do hereby Certify that
previous to the commencement of the examina-
tion of the said Hope as a witness, in the said
suit between the said Charles L. Kelsey, Plain-
tiff, & the said Robt. T. Templeton & als. Defend-
ants, he was duly sworn by me as such Com-
missioner to testify the truth in relation to the
matters in controversy between the said Kelsey,
Plaintiff, & the said Templeton & als. Defendants,
so far as he should be interrogated concerning
the same; that the said deposition was taken
at my office, in the City of Boston in said County
of Suffolk, on the twenty-eighth day of June
A.D. 1860. — no person but said deponent & myself
being present, & that after said deposition was
taken by me as aforesaid, the interrogatories, &
the answers thereto, as written down by me,
were by me read over to said witness, &
that thereupon the same was signed &

Sworn to by said deponent before me, as such
Commissioner, at the place & on the day & year
last aforesaid.

John A. Bolles,
Commissioner.

On the 22nd day of October A.D. 1860
the following, notices, depositions and
exhibits were filed, to wit:

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State of Illinois, In the Circuit Court thereof
County of Bureau 3 at March Term A.D. 1860.
In Chancery

The separate answer of the Board of Supervisors of Bureau County state of Illinois to the Bill of Complaint of Charles L. Keeley exhibited in said Court against said Board of Supervisors jointly with Robert T. Timplerton, Drainage Commissioner of said County and state. -

These Respondents saving to themselves all benefit of exception to the manifold errors, uncertainties and insufficiencies of said Bill of Complaint for answer thereto, or to so much thereof as they are advised is material to be answered unto, answering, say:

That they admit that said Complainant did execute the two promissory notes, dated September 17th 1856 and November 25, 1856 and the mortgage that was given to secure the same as alleged in said Bill - and set forth in sd Exhibit "A".

These respondents further answering say, that six months interest only on said notes has been paid, and not one year's interest thereon as alleged in said Bill, but that the first six months interest on said notes (being payable in advance as hereinafter stated) was not paid but was included in the

principal of said notes.

These respondents also admit that said Drainage Commissioner did advertise said mortgaged premises for sale as alleged in Complainant's said Bill, and respondents say that they are advised and believe that said Complainant is not entitled to have said sale enjoined and said notes and mortgage canceled and they therefore deny the allegations of said Bill in that behalf.

These respondents further answering say that the consideration for said notes was as follows to wit: That said lands described in Exhibit "C" attached to Complainant's Bill were Swamp lands lying within said County and were granted by the United States to the State of Illinois, and by said State of Illinois to said County of Bureau as alleged in said Bill; that at a meeting of the Board of Supervisors of said County held on the 28th day of April 1856, the said Board passed a series of resolutions in due form by which said Board, the predecessors in office of these respondents, authorized the said Robert S. Templeton, who was at that time Drainage Commissioner of said County, to proceed and sell the Swamp lands belonging to said County upon certain terms and conditions stated in said resolutions a copy of which resolutions is hereto attached, marked "Exhibit No. 1." and made a part of this answer, and which said resolutions were duly adopted and entered upon the records of the proceedings of said

principal of said notes -

These respondents also admit that said Drainage Commissioner did advertise said mortgaged premises for sale as alleged in Complainant's said Bill, and respondents say that they are advised and believe that said Complainant is not entitled to have said sale enjoined and said notes and mortgage canceled and they therefore deny the allegations of said Bill in that behalf.

These respondents further answering say that the consideration for said notes was as follows to wit: That said lands described in Exhibit "C" attached to Complainant's Bill were Swamp lands lying within said County and were granted by the United States to the State of Illinois, and by said State of Illinois to said County of Bureau as alleged in said Bill; that at a meeting of the Board of Supervisors of said County held on the 28th day of April 1856, the said Board passed a series of resolutions in due form by which said Board, the predecessors in office of these respondents, authorized the said Robert T. Dimperton, who was at that time Drainage Commissioner of said County, to proceed and sell the Swamp lands belonging to said County upon certain terms and conditions stated in said resolutions a copy of which resolutions is hereto attached, marked "Exhibit No. 1." and made a part of this answer, and which said resolutions were duly adopted and entered upon the records of the proceedings of said

Board of Supervisors And in pursuance of said resolutions the said Drainage Commissioner proceeded to advertise said lands for sale the third Monday of September 1856 as alleged in said Bill - and on the said 3^d. Monday of September 1856 at the door of the Court-House in Princeton in said county and before said sale commenced the terms of said sale were publicly declared and made known by public proclamation at the commencement of said sale; that is to say the same terms as were prescribed in and by the said resolutions of the Board of Supervisors marked "Exhibit No. 1." some days previous to the day of said sale the Board of Supervisors at their regular meeting in September 1856 to wit on the 9th day of September 1856, adopted in due form a resolution authorizing the said Drainage Commissioner to loan the proceeds of such sale a copy of which resolution marked "Exhibit No. 2." is hereto attached and made a part of this answer.

That;

On the said 3^d Monday of September and from day to day thereafter for several days the said Drainage Commissioner proceeded to sell said Swamp lands and said Complainant at that time purchased a large amount of said lands under the terms and conditions prescribed in said resolutions - and said Complainant about that time executed to said Drainage Commissioner the said note bearing date

September 17th 1856 for \$2800; being the eighth
(8) part of the entire purchase money of the lands
so purchased by said Complainant at said
sale together with six months interest on the other
7/8 of said purchase money at six per cent and
also six months interest at 10 per cent on said
7/8 — said Complainant not paying anything
down on said purchase money but preferring
to borrow the amount of his down payment on said
purchase under said resolution of the 9th of Sep-
tember 1856 marked No. 2 and after said sale
had been continued from day to day for several
days, the said Drainage Commissioner, by public
announcement, did then and there adjourn the
sale of the remainder of said lands until the 25th
day of November 1856, and afterwards, on or about
the 30th of October 1856 the said Drainage Com-
missioner did publish a notice of said adjourn-
ed sale as alleged in said Bill that the remain-
der of said lands would be sold at the door of
the Court House in Princeton in said County
on the said 25th day of November A.D. 1856, on
the terms and conditions aforesaid; and on
said 25th day of November said Complainant
did purchase another large amount of said
lands and for the down payment on the purchase
then made by him said Complainant in accor-
dance with the resolutions aforesaid, gave the said
note bearing date, November 25th 1856 for \$1530,
and these respondents deny that the consideration
of said was, as is stated in said Bill, in any respects

different from what is stated in this answer:—

These respondents further answering say that the several acts of Congress and of the Legislature of the State of Illinois, referred to, and stated in said Bill are as respondents believe, correctly stated in said Bill, but respondents say that they are advised by Counsel and believe that there are other laws bearing on the subject and that said Complainant has not ~~seen~~ the proper construction on said act of the legislature of June 22, 1852; and respondents insist that a sale on credit was authorized by the terms of said act and they therefore deny that said sale could be for cash only as is alleged in said Bill —

Respondents further answering admit that the "terms of the sale" on the 3^d Monday of September 1856 were not stated in the notice thereof published as aforesaid, but that it was stated in said notice that the terms of said sale would be made known on the day of said sale, and that the same were made known on the day of said sale as hereinbefore stated. —

These respondents further answering say that at the said sale in September the said Complainant bid in the N.E. 1/4 of S.E. sec. 9 N.W. 1/4 sec. 14 & N.E. 1/4 S.E. 1/4-32 all in T. 18 N. R. 6 E. at the several prices in said Bill mentioned amounting in all to \$ 752. and that 7 1/2 & 6 per cent interest

on the other 7/8 amounting to \$113.74 was included in said note for \$2500. dated Sept. 17, 1856, and that at said sale on the 25th day of November 1856, the S. E. 1/4 Sec. - 10 T. 16 N. R. 6 E. was bid in by the Complainant at three hundred and sixty Dollars and that 1/8 thereof and six months interest on the other 7/8 thereof at six per cent amounting to \$54.45 was included in said note of Nov. 25, 1856, for \$1550. - and that said lands at the time they were so sold did not belong to said County but had been previously entered, and were sold by mistake, the said Drainage Commissioner and said Complainant supposing that said lands at the time belonged to said County as swamp lands and that when it was afterwards discovered that said lands had been erroneously sold and before the filing of said Bill respondents, by said Drainage Commissioner offered to said Complainant to cancel the certificate of such erroneous purchases, and give up Complainant's notes given for said lands, and credit the amounts above stated on said notes respectively, and respondents have since credited the same as alleged in said Bill and are still ready to give up said notes & cancel such etc. -

Respondents further answering admit that all of the swamp lands granted to said County as aforesaid were sold at the said sales in September and November 1856 and respondents aver that said sales were afterwards ratified and confirmed by an Act of the Legislature of said state approved Feby. 18, 1857.

Respondents further answering admit that at said sales the said Drainage Commissioner executed and delivered to said Complainant certificates of purchase for each tract separately, and that Exhibit "D" attached to said Bill is a copy of one of said certificates, and respondents believe it true that said Complainant has never taken out any of the bonds as contemplated in said resolutions and certificates but respondents aver that bonds were ready to be executed and delivered on said certificates whenever they should be presented.

Respondents further answering say that a large proportion of the lands so sold to Complainant as aforesaid are swamp and overflowed lands, but respondents deny that they are almost worthless - but respondents admit that they would be rendered more valuable by draining - that said lands were granted to said State, and by the State to the county upon the conditions prescribed in the several acts of Congress, the patents of the President of the United States conveying the fee simple of such lands to the state of Illinois, and the various acts of the Legislature on that subject, and upon no other conditions.

And these respondents deny that said Complainant will have received no adequate consideration for said notes - and these respondents utterly deny that the Complainant purchased said lands with the expectation that said County would drain them and respondents deny that the draining of said lands was

the inducement to Complainant to purchase at such sale - that the laws aforesaid, said Certificates of purchase, and said notes did not constitute the whole Contract between the parties as is alleged in said Bill - and respondents deny that Complainant has as much right to the lands without paying for them as said County has to the purchase money without draining them.

These respondents further answering say that they are informed & believe and so charge the fact to be, that at the time of both said sales said Complainant had both constructive and actual notice that said Board of Supervisors did not intend to drain said lands but that said lands were to be sold for what they would bring in the market in the condition in which they then were without being drained - that said lands were appraised on that basis and that said Board by the resolutions aforesaid required the purchasers to release the said County from any obligation to drain said lands - that had said County been bound to drain said lands the same would have sold for largely more than the prices bid therefor by Complainant - that said Complainant knew at the time he made said purchases and executed said notes and took said certificates that said County did not intend to drain said lands - and bid at such sale with such understanding and no other. - that at said sale in September 1856 the terms of said sale were publicly announced as hereinbefore men-

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tioned that the certificates of purchase issued to Complainant at said sale expressly refer on their face to the resolutions of the Board of Supervisors aforesaid under which the sale was made - that subsequent to said sale and after the execution of said certificates and notes, said Complainant either on his own behalf or as agent for the said Board of Supervisors went to Springfield in said State in the winter of 1856-7 while the Legislature of said State was in session, and used his influence to procure the passage of an Act of said Legislature confirming said sale and releasing said County from any obligation to drain said lands, - for which service Complainant received from these respondents a compensation in money, to wit. \$60.00 - and that said Legislature did then pass the Act heretofore referred to, approved Feby. 18, 1857, in accordance with the wish and desire of said Complainant on that subject - and that after the passage of said Act and with a full knowledge of the provisions thereof, to wit on or about the 7th day of May 1857 said Complainant paid to the said Drainage Commissioner six months advance interest on said note of \$2800 - bearing date 17 Sept. 1856 and six months interest on the remaining $\frac{7}{8}$ of the purchase money for the tracts so purchased by him in September 1856 as aforesaid and afterwards with like knowledge, to wit on or about the 17 June 1857 said Complainant paid to said Drainage Commissioner six months interest on said note of \$1530., and six months interest

on the other 7/8 of the purchase money of the tracts so purchased by him in November 1856, as aforesaid, and at the times of paying said interest said Complainant made no objection to paying said interest or to the regularity of said sale —

These Respondents admit that the purchases of said Complainant amounted to \$27023.30 or thereabouts and that he has given his notes to said Drainage Commissioner therefor, as alleged in said Bill —

And these respondents for the reasons aforesaid deny that the main consideration for the giving of said notes was that said lands should be drained — and so far from the County being guilty of any fraud in refusing to drain said lands, respondents insist that said Complainant is guilty of fraud in resisting payment for said lands merely because the anticipated speculation has not turned out as fortunate for Complainant as he hoped at the time —

Respondents further answering admit that said County has not drained said lands nor applied any of the proceeds of such sale to that purpose, and does not intend so to do — and that the resolutions marked Exhibit "E." attached to said Bill was adopted by the Board of Supervisors of said County — and they also admit that said Board of Supervisors with the assistance of said Complainant as aforesaid did use their influence to procure the passage of the Act of the Legislature, approved Feby. 18, 1857.

And these respondents are advised that said Act is not unconstitutional and void as to Complainant and in no wise impairs the validity of said Contract so made as aforesaid in relation to the sale of said lands - and said respondents insist that said Complainant has for a valuable consideration, to wit, a diminished price for said lands - consented that said County should be released from draining said lands: -

And respondents further answering say that on the 28th day of September A.D. 1850 the swamp lands within the State of Illinois were not listed or platted in such manner as to distinguish them from other government lands lying in said State that by the 2nd section of the Act of Congress of 28th September 1850 referred to in said Complainant's Bill it became the duty of the Secretary of the Interior to prepare and transmit to the Governor of the State of Illinois accurate lists and plats of such swamp lands within the said State of Illinois; that it was further provided in said Act of Sept. 28th that on the request of said Governor the said Secretary should cause to be issued a patent for said lands: and that on the said patent the fee simple of said lands should rest in the State of Illinois; that accordingly letters patent in due form, embracing among others the lands purchased by said Complainant and men-

tioned in his said Bill, under the hand of the President of the United States and the seal of the General Land Office; a copy of which letter put out is hereto annexed marked Exhibit No. 3, and made a part of this answer; that said patents conveyed to said State of Illinois as these respondents are advised are absolute and indefeasible and not a conditional estate in said swamp lands. -

And they further say that the abstract or list of said lands has been duly filed by the Auditor of State in the office of the Clerk of the County Court of said Bureau County and by said Clerk of the County Court duly recorded in accordance with the act in such case provided -

And these respondents further answering deny all and all manner of fraud and violation of law and good morals with which said Complainant has argumentatively charged said state and County in his ^{said} Bill; and they further answering insist that the fears of said Complainant that it is not in the power of said County to convey a good title to said lands are in the opinion of these respondents unfounded.

And these respondents by way of disclaimer to said Bill further answering insist that as they are advised and believe, the facts stated in said Bill are not sufficient in law to warrant the relief prayed for in said Bill.

And respondents further answering

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admit that the said Complainant did file his Bill of Injunction at the Term of this Honorable Court which was dismissed by him as alleged in this present Bill; but respondents deny that it was in anywise necessary or expedient for said Complainant to dismiss his said Bill saving for the purpose of preventing a hearing upon its merits with the intention of again enjoining these respondents when they should again seek to enforce the payment of said borrowed money; and respondents allege that whether there was new matter inserted in their previous answer or not it was quite in the power of said Complainant to have returned to Illinois in season to prepare his proofs in support of his said Bill upon the motion pending when he so dismissed it; and they further charge it to be the design of said Kelsey by repeated injunctions and legal proceedings to hinder and delay these respondents in their efforts to obtain a hearing upon the merits of said Bill, if it have any - that this last injunction was secretly & purposely delayed until the very eve of the sale and was not sued out until a few minutes prior to the time appointed for the sale of said mortgaged lands; that these respondents in effect were denied by this secrecy and delay any opportunity to appear and contest the application for such injunction before the officer who ordered the same - that said Complainant had

returned to this place a considerable time, more than a week as respondents are informed and believe, when said injunction issued and could have notified the solicitors of these respondents or said Drainage Commissioner of his intention to apply for such injunction but did not do so until as aforesaid it was too late to make any objection to the issuance of said writ: as to the Exhibit mkd. "F." these respondents admit its correctness as appended to said Bill of Complainant and deny that its effect was intended to forbid the said sale of Complainant's lands, but refer the matters of law stated and alleged by Complainant to the consideration of this Honorable Court; and further answering these respondents in that behalf would show that said Keelsey in fact did have 30 days notice of such sale in accordance with the terms of his said mortgage at the time he commenced this action --

And for a further answer these respondents say that all the matters and things in said Bill contained not herein admitted are hereby expressly denied so far as the same are material in this cause --

And now having fully answered all and singular the allegations and matters in said Complainant's Bill contain these respondents pray your Honor to be hence dismissed with their reasonable

Costs in this behalf most unjustly sustained
The Board of Supervisors
of Bureau County, Illinois
by Taylor Paddock & Phelps
their Solicitors

State of Illinois }
County of Bureau } 3

In the Circuit Court of said
County & State; In Chancery
sitting; March Term A.D. 1860.

The separate answer of Robert D. Templeton Drainage Commissioner of said County to the Bill of Complaint of Charles L. Kelsey Complainant, exhibited against the said respondent jointly with the Board of Supervisors of said County -

This respondent saving to himself all benefit of exception to the manifold errors, uncertainties and insufficiencies of said Bill of Complaint for answer thereto, answering says that he admits or denies the several allegations in said Bill contained in like manner and to the like extent as the same are admitted or denied in the answer of the said Board of Supervisors

hereto attached and no further, and
alleged as is in said answer alleged, and
as to all matters in said Bill not denied
in said answer this respondent expressly de-
nies the same and demand proof -

And by way of demurrer to the said
Bill he further says that he is advised by
his Counsel and insists that the facts set
forth in said Bill, even if true, are not
sufficient in law to warrant the relief prayed
for in said Bill or any relief whatever from
this Court -

And having fully answered all
and singular the allegations of said Bill
- material to be answered unto, this respond-
ent prays that he be by this Honorable Court
hence dismissed with his Costs and Char-
ges in this behalf most unjustly sus-
tained -

R. T. Templeton

Drainage Commissioner
by Taylor, Paddock & Phelps
his Solicitors,

Exhibit Nos. 1, 2, 3. being the
same appended to the answer of the Board
hereto attached

R. T. Templeton
by T. P. & P.

R. T. Templeton
D. Com.

State of Illinois }
County of Bureau } 3

R. T. Templeton being duly sworn says that the matters in said answers contained are true so far as they are stated upon his knowledge and so far as they are stated upon his information and belief he believes them to be true -

Subscribed & sworn this 29th of R. T. Templeton
March A.D. 1860 before me } D. Com. —
Geo. L. Paddock }
Not. Public } 3

Exhibit No. 1.

- 1st. Resolved, that the Drainage Commissioner be authorized after giving sixty days notice in the several newspapers of the County, to sell at the door of the Court-House, to the highest bidder, beginning at ten o'clock A.M. on the 3rd Monday of September next, all the Swamp and overflowed Lands belonging to the County of Bureau in forty acre lots with the privilege of the tract at the discretion of the Drainage Commissioner, on the following terms viz: One eighth in hand and the balance in five years with interest at six per cent per annum payable semi-annually in advance.
- 2^d. Resolved that the Drainage Commissioner shall for each days purchase require the payment to him of one eighth the purchase money and take a note from the purchaser for the remaining

seven eighths of the purchase money with interest at six per cent per annum payable semi-annually in advance, and thereupon give the purchaser a certificate of such purchase for which certificate he shall be entitled to receive from the purchaser a fee of one dollar, provided, each purchaser may if he direct have included in such certificate for one fee all lots so purchased by him on any one day not exceeding ten in number. -

Provided further that when there is but one tract of 40 acres included in a certificate the fee shall be but fifty cents for said certificate. -

3rd Resolved, that the County Clerk (such certificate having been filed with him) shall execute under the County seal a bond to the purchaser or his legal representatives for a conveyance by a Warranty Deed of all the right, title and interest of the County in and to the premises described in such certificate upon condition that the purchaser shall promptly pay his said note and all taxes which may be assessed and levied thereon and interest, with condition that the time of payment is material and the essence of the contract and that in no event shall any suit or claim be brought against the County for or on account of the Drainage of any part of said premises which last condition shall also be inserted as a condition in any deed to be given for the premises, and for any such bond the Clerk shall be entitled to a fee of one dollar to be paid in all cases by the purchaser on same terms as for certificate.

of purchase -

4th Resolved, that the Drainage Commissioner be instructed to take suitable steps to sustain the right of the County to such lands and that each purchaser shall be required to defend the lands purchased by him against every Contestant and that if the title of the County to any such tract so contested shall fail, suitable effort to sustain the same having been made by the purchaser to the satisfaction of the Drainage Commissioner at the time of such Contest, the County will repay to such purchaser the money, and cancel and release the note received therefor, but in case any purchaser shall not make suitable effort to the satisfaction of such Drainage Commissioner to oppose any such Contestant, then all payments by him made shall be forfeited to the County - -

5th Resolved, that the Board of Supervisors re-appraise - and they are hereby re-appraised, as follows: First-Class - one and a half dollars per acre; second class, one dollar per acre; and the third class fifty cents - -

Resolved, that the Bond of the Drainage Commissioner be affixed at the sum of Thirty Thousand Dollars -

William Haskins Chairman of the Committee.

Thomas Hoop
Nathan Gray

M. A. McKee
B. C. Couch

Exhibit No. 2.

"Resolution by Mr. McKee"

"Resolved by the Board of Supervisors of Bureau County that the Drainage Commissioner be hereby empowered and is hereby required to borrow so much of the proceeds of the sale of the Swamp Land Fund, after paying all the expenses accruing therefrom for one year upon real estate security at the rate of ten per cent interest payable semi-annually in advance."


"On motion the resolution was adopted."

Exhibit No. 3.

A copy of the Patent from the United States to the State of Illinois is appended, with proper certificates, to the answer of these Respondents to the Bill of Complainant dismissed at last Term - which is marked in said answer as "Exhibit No. 3" and which for saving of time & expense respondents ask to refer as Exhibit No. 3 of this answer -

State of Illinois,
County of Bureau 3^{SS.} J. Stephen E. Paddock

Clerk of the County Court, in and for said County, do hereby Certify that the foregoing Exhibits marked Exhibits 1 & 2 are truly Copied from the Record of the Board of Supervisors of said County of Bureau now remaining in my office.

 In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court this 28th day of January A.D. 1860 - and I further Certify.

that the resolutions set forth in said Exhibit No. 1. were passed at the session of said Board held in April 1856, and the resolution set forth in exhibit 2 was passed at the session of said Board held in September 1856.

Stephen G. Paddock, Clerk.

To-wit - on the 19th day of March 1860, the following Replication was filed, viz:

State of Illinois, In Circuit Court.
Bureau County 3^d, March Term 1860.
Charles L. Kelsey

v.s.

Robert T. Templeton, Drainage Commissioner of Bureau County, Illinois and the Board of Supervisors of Bureau County, Illinois

The replication of

Charles L. Kelsey, Complainant, to the Separate
answer of The Board of Supervisors of Bureau
County, Illinois, defendants.

This repliant, saving and
reserving to himself all, and all manner of
advantage of exception to the manifold in-
sufficiencies of the said answer, for replication
thereunto saith: That he will aver and prove
his said Bill to be true, certain, and sufficient
in the law to be answered, ^{unto} and that the said
answer of the said defendants is uncertain,
untrue, and insufficient to be replied un-
to, by this repliant; without this that any
other matter or thing whatsoever in the said
answer contained, material or effectual in
the law to be replied unto, Confessed and
avoided, traversed or denied, is true; all which
matters or things this repliant is, and will be
ready to aver and prove, as this Honorable Court
shall direct; and prays as in and by his
said Bill he hath already prayed.

By Peter & Farwell
his Solicitors.

To-wit, on the 19th day of March 1860,
the following Replication was filed, viz:

State of Illinois, In Circuit Court.
Bureau County 3^d March Term 1860.

To wit: on the 29th day of March 1860,
the following notice was filed, viz:

State of Illinois,
Bureau County } ss.

Charles L. Kelsey

vs.

} Bill in Chancery

Robert T. Templeton, Drainage
Commissioner of Bureau County,
Illinois, and the Board of Super-
visors of said Bureau State
of Illinois.

In the Circuit Court of said
County and state - at the
March Term thereof A.D. 1860.

Said Complainant, Charles L. Kelsey and
his Solicitors Messrs. Peters & Farwell will take
notice that said defendants on Monday of the
second week of the said term of said Court,
or as soon thereafter as Counsel can be heard
will file their answers to the said Bill accom-
panied by affidavits in support of sd. an-
swers and will then and there move said
Court to dissolve the injunction herein and
dismiss said Bill; and that defendants
will then and there rely on the affidavits
now on file in said Court in a certain
similar Cause pending at the last term
of said Court between said parties entitled

the same has come to the knowledge and belief of this affiant upon this day and that he did not have such knowledge and beliefs prior to this time; and therefore prays that a change of Venue may be awarded in said cause to some County out of this Circuit.

Subscribed & sworn to before }
me this 29th day of March } Charles L. Kelsey.
A.D. 1860. E. M. Fisher, Clk. }

The following is a true copy of the Transcript made by the Circuit Clerk of Bureau County, to wit:

Plas before the Hon^{ble} M. E. Hollister Judge of the Ninth Judicial Circuit of the State of Illinois, at a Term of said Circuit Court begun and held at the Court-House at Princeton in the County of Bureau and State of Illinois on Monday the Twelfth day of March in the year of our Lord one thousand eight hundred and Sixty.

Present, Hon^{ble} M. E. Hollister, Judge,
Edward M. Fisher, Clerk,
David E. Norton, Sheriff.

Charles L. Kelsey }
vs. } Bill for Injunction
Robert T. Dimpleton, Drainage }
Commissioner of Bureau County }

Illinois, and the Board of
Supervisors of Bureau County, Illinois

To wit, on the
second day of said Term:

Now Comes the said
defendants by Taylor, Paddock and Phelps their
Solicitors and file their answers herein sever-
ally in the words and figures following, to-
wit:

To wit: on the 3^d day of said Term.
Now Comes the said defendants by their So-
licitors, aforesaid and move the Court to dis-
solve the Injunction herein:

To wit: on the 7th day of said Term.
Now Comes the said Complainant by Peter
& Farwell his Solicitors and the defendants
Come by Taylor, Paddock & Phelps their Solicitors
and on motion this cause is set for hearing
for the third Thursday of the present Term of
this Court: And the said Complainant Comes
by his Solicitors aforesaid and files his Repli-
cations to the answers of the said defendants
severally in the words and figures following,
to wit:

To wit, on the 16th day of said Term.
Now Comes R. D. Dimpleton by his Solicitor afo-
said, and on motion leave is given said
defendant to attach his jurat to his answer filed herein.

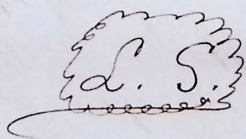
And the said Complainant Comes, by his Solicitors, aforesaid, and file his affidavit herein and move the Court for a change of Venue and the Court being duly advised in the premises considers that the Venue of this Cause be Changed to Putnam County and it is further Considered by the Court that the Clerk of this Court forthwith Certify and transmit to the Clerk of the Circuit Court of Putnam County the Record and papers filed in this Cause.

State of Illinois,
Bureau County 3³³.

I Edward M. Fisher Clerk of the Circuit Court in and for said County and State aforesaid do hereby Certify that the above and foregoing is a correct Copy of the Record in the foregoing and above entitled Cause. Also the Papers herewith sent Nos. 1 to 26 inclusive are all the papers in said Cause, as the same appear on file in my office,

In testimony whereof I have hereunto subscribed my name and affixed my official seal at Princeton this 9th day of July 1860.

Edward M. Fisher, Clerk
W. A. Fisher, Dep. Clerk.



hundred dollars -

Your orator further shows that at said time a portion of said Swamp lands remained unsold and that on 25th day of November 1856 a sale of the balance of said Lands was attempted to be made and that notice of such subsequent sale was given by the publication of a notice on the 30th day of October 1856, and that at such sale your orator bid on the lands described in Exhibit "C." hereto appended & made a part of this Bill on the terms aforesaid and for the one eighth of the purchase money of the lands last described and the interest at 10 per cent accruing thereon for the six months then next following & for the interest on the balance of such purchase money at 6 p. ct. for the six months then next following your orator made the note described in said Mortgage for Fifteen hundred & fifty dollars, dated 25th November 1856.

Your orator also shows that neither of said sales was legal and valid - That the terms of such sales were not specified in the 1st notice & that such pretended sales were made upon credit and not for cash as required by law and that by the law aforesaid said sales could be for cash only and that for the last sale only about Thirty days notice was given while the law required sixty days notice to be given -

and that they will never be made valuable ex-
cept by draining. That all of such lands
were granted to the state of Illinois & by the state
to the County of Bureau upon the express condi-
tion that they should be drained. That the
proceeds of such lands should ^{be} to the drainage
of such lands or that the lands themselves
should be so appropriated. That it was the pri-
mary objects of all of said grants that said
lands should be drained and that unless said
lands are drained they will remain about val-
ueless to your orator and that your orator will
have received no adequate consideration for
said notes. That your orator purchased said
lands with the expectation that said County
would drain them. That that was the in-
ducement to your orator to purchase and
that on no other consideration would he
have purchased so many tracts or made such
bids as he did make. That the laws afore-
said - the notes made by your orator and the
certificates of purchase aforesaid constitute
the contract between the parties and and
that your orator has as much right to said
lands without paying for them as the County has
to the purchase money without draining said
lands.

That your orator's purchases amount-
ed to Twenty-seven thousand & twenty three &
 $\frac{30}{100}$ dollars for which your orator has given his
notes to said Drainage Commissioner and that

if he is Compelled to pay said sum the same will be almost a total loss to your orator unless ~~your orator~~ said lands are drained - That one great and the main Consideration of bidding in said lands and giving said notes was that said lands would be drained and the refusal of said County now to drain said lands is a fraud upon your orator and a violation of the Contract of Purchase. -

Your orator also shows that said County has not drained any of said lands or applied any of the proceeds of the sale of them to that purpose and does not intend so to do, but has sold all of them on the terms aforesaid and that it will require at least Thirty thousand dollars if not more to drain said lands, and that by a Resolution of the Board of Supervisors of said County, said County has appropriated the entire proceeds of such sales to other and different purposes a copy of which Resolution is hereto appended marked Exhibit "E." and made a part of this Bill, and that said County in pursuance of their intention not to drain said lands procured an Act of the Legislature of Illinois to be passed entitled "an Act concerning the Swamp lands of Bureau County" approved February 18th 1857 by the 1st Section of which Act, it is attempted to legalize said sales and the bonds made ⁱⁿ accordance therewith, and that by the 2nd Section of said Act the Board of Supervisors of said County are authorized to appropriate the

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funds arising from said sale to any purpose they may see fit and also said Act attempts to repeal so much of the provisions of other acts as provide for the drainage of said lands - And your orator avers that said last act is unconstitutional and void and does not in any way affect your orator or the purchases made by him or his rights under the law as it stood before the passage of said act, That your orator has in no way for a valuable ~~consideration~~ consented that said County shall be released from draining said lands - Your orator also shows that he was at Springfield Illinois shortly prior to the time of the passage of the Act of the Legislature of the 18th February A.D. 1857, above referred to, and that he was at that time aware of the pendency of such Act, and may have done something to secure its passage but your orator avers that if he did in any way assist in the passage of such Act he received no consideration for the attempted release of said County from its obligation to drain said lands so purchased by your orator, and that even if your orator did consent or agree by an act of his that the County should be released from the drainage of said lands he received no consideration for such consent or agreement, & would not be bound thereby & insists that he is not bound thereby if any such consent was given or agreement made and your orator also shows that if

he did at any time verbally or by act consent or agree that said County should be released from their obligation to drain said lands he did so an. the express agreement on the part of said County through their agent who was also Chairman of the Board of Supervisors of said County, that said County would notwithstanding the Act of the Legislature of 18 Feby, 1857, appropriate a sum sufficient to drain said lands, and that if your orator had any connection with the passage of such Act, it was because of such agreement & understanding between your orator and said County.

Your orator also avers that said Act of the 18 Feby 1857 is void for the further reason that it is Contra to and interferes with an Act of Congress & that it is not competent nor within the power of the Legislature of the State of Illinois to repeal or in any way to interfere with an Act of Congress or to release the state or any County in the State from fulfilling or carrying out a law of Congress, and that your orator could not by any consent or agreement or act of his give the Legislature of Illinois such power.

Your orator also avers that he was not notified that said County would not drain said lands at the time of such sale and that he never heard or understood at such sale that the County was not to drain said lands but always supposed & believed said County would drain said lands

until the passage of the Resolution marked Exhibit "E." notwithstanding said act of the Legislature

Your orator also shows that the Board of Supervisors of said County at the January Term A.D. 1860 passed a Resolution instructing said Drainage Commissioner to give all persons owing interest on money loaned out of the Swamp Land fund Thirty days notice to pay the same, and if the same was not paid that then he should proceed to collect the same a copy of which Resolution is hereto appended and made a part of this Bill, and your orator avers that he has received no such notice whatever from said Drainage Commissioner requesting him to pay such interest or any part thereof, and that your orator believes that said Drainage Commissioner has in no event any right to proceed to collect the interest that may be due and owing on said notes without first notifying your orator as contemplated by said Resolution.

Your orator also shows that it was a part of the contract of purchase and sale of said lands that said County should drain said lands and that your orator has not released said County from the performance of its part of said Contract.

Your orator further shows that it is not lawful nor is it good morals for the state or county to get a large body of lands from the United States for the purpose of reclaiming and draining them and then after they have been granted to them to refuse to perform the Condition on which such lands were granted thus cheating the United States out of such lands by trickery and gross violation of good faith and selling them to individuals for what such lands would be worth when drained & then after they are so sold to refuse to drain them, but insist on the payment of the full amount of purchase money the same as if the county had completed its part of the Contract thus defrauding purchasers & by not performing the trust the county very much injures all the settlers in that portion of the county where such Swamp lands are located who are interested in such drainage & of right entitled to have it done - Your orator also shows that he is advised by his Counsel that he has just reason to fear that it is not in the power of said county to convey a good Title to said lands inasmuch as said county holds or held said lands by conditional grant and that the refusal of said county to perform the Condition of draining said lands would or might defeat the grant and your orator avers that it is contra to Equity and good Conscience that your orator should be compelled to perform his part

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funds arising from said sale to any purpose they may see fit and also said Act attempts to repeal so much of the provisions of other acts as provide for the drainage of said lands - And your orator avers that said last act is unconstitutional and void and does not in any way affect your orator or the purchases made by him or his rights under the law as it stood before the passage of said act, That your orator has in no way for a valuable ~~consideration~~ consented that said County shall be released from draining said lands - Your orator also shows that he was at Springfield Illinois shortly prior to the time of the passage of the Act of the Legislature of the 18th February A.D. 1857, above referred to, and that he was at that time aware of the pendency of such Act, and may have done something to secure its passage but your orator avers that if he did in any way assist in the passage of such Act he received no consideration for the attempted release of said County from its obligation to drain said lands so purchased by your orator, and that even if your orator did consent or agree by an act of his that the County should be released from the drainage of said lands he received no consideration for such consent or agreement, & would not be bound thereby & insists that he is not bound thereby if any such consent was given or agreement made and your orator also shows that if

he did at any time verbally or by act consent or agree that said County should be released from their obligation to drain said lands he did so an. the express agreement on the part of said County through their agent who was also Chairman of the Board of Supervisors of said County, that said County would notwithstanding the Act of the Legislature of 18 Feby, 1857, appropriate a sum sufficient to drain said lands, and that if your orator had any connection with the passage of such Act, it was because of such agreement & understanding between your orator and said County.

Your orator also avers that said Act of the 18 Feby 1857 is void for the further reason that it is Contra to and interferes with an Act of Congress & that it is not competent nor within the power of the Legislature of the state of Illinois to repeal or in any way to interfere with an Act of Congress or to release the state or any County in the state from fulfilling or carrying out a law of Congress, and that your orator could not by any consent or agreement or act of his give the Legislature of Illinois such power.

Your orator also avers that he was not notified that said County would not drain said lands at the time of such sale and that he never heard or understood at such sale that the County was not to drain said lands but always supposed & believed said County would drain said lands

until the passage of the Resolution marked Exhibit "E." notwithstanding said act of the Legislature

Your orator also shows that the Board of Supervisors of said County at the January Term A.D. 1860 passed a Resolution instructing said Drainage Commissioner to give all persons owing interest on money loaned out of the Swamp Land fund Thirty days notice to pay the same, and if the same was not paid that then he should proceed to collect the same a copy of which Resolution is hereto appended and made a part of this Bill, and your orator avers that he has received no such notice whatever from said Drainage Commissioner requesting him to pay such interest or any part thereof, and that your orator believes that said Drainage Commissioner has in no event any right to proceed to collect the interest that may be due and owing on said notes without first notifying your orator as contemplated by said Resolution.

Your orator also shows that it was a part of the contract of purchase and sale of said lands that said County should drain said lands and that your orator has not released said County from the performance of its part of said Contract.

Your orator further shows that it is not lawful nor is it good morals for the state or county to get a large body of lands from the United States for the purpose of reclaiming and draining them and then after they have been granted to them to refuse to perform the condition on which such lands were granted thus cheating the United States out of such lands by trickery and gross violation of good faith and selling them to individuals for what such land would be worth when drained & then after they are so sold to refuse to drain them, but insist on the payment of the full amount of purchase money the same as if the county had completed its part of the contract thus defrauding purchasers & by not performing the trust the county very much injures all the settlers in that portion of the county where such swamp lands are located who are interested in such drainage & of right entitled to have it done - Your orator also shows that he is advised by his counsel that he has just reason to fear that it is not in the power of said county to convey a good Title to said lands inasmuch as said county holds or held said lands by conditional grant and that the refusal of said county to perform the condition of draining said lands would or might defeat the grant and your orator avers that it is contra to Equity and good Conscience that your orator should be compelled to perform his part

Exhibit C.
Sept. 17, 1856.

Description	Section	Township	Range
Lot 2 - N. E.	6	16 N.	6 E.
N. E. - S. E.	9	16 "	6 "
N. W.	14	16 "	6 "
N. 1/2 Lot 2 N. E.	2	17 "	6 "
N. 1/2 Lot 1 N. E.	3	17 "	6 "
Lot 1 N. W.	3	17 "	6 "
S. W.	3	17 "	6 "
S. E. S. E.	4	17 "	6 "
N. E. S. E.	4	17 "	6 "
E. 1/2 Lot 1 N. W.	4	17 "	6 "
S. W. S. W.	4	17 "	6 "
S. W.	5	17 "	6 "
S. E.	5	17 "	6 "
N. 1/2 Lot 1 N. W.	5	17 "	6 "
S. W.	6	17 "	6 "
N. E.	7	17 "	6 "
S. E.	10	17 "	6 "
S. W.	11	17 "	6 "
N. E.	11	17 "	6 "
N. 1/2 S. E.	11	17 "	6 "
N. W. S. W.	14	17 "	6 "
N. 1/2 N. W.	14	17 "	6 "
N. E. S. E.	15	17 "	6 "
N. 1/2 S. E.	15	17 "	6 "
Lot 2 S. W.	19	17 "	6 "
N. E.	21	17 "	6 "
N. E. S. W.	21	17 "	6 "
S. W.	28	17 "	6 "

Description	Section	Township	Range
S. 1/2 N. E.	30	17 N	6 E.
N. W.	31	17 "	6 "
N. E.	32	17 "	6 "
N. W.	32	17 "	6 "
S. W.	33	17 "	6 "
S. E.	33	17 "	6 "
E. 1/2 S. E.	11	18 "	6 "
N. E. N. E.	14	18 "	6 "
N. 1/2 N. W.	14	18 "	6 "
S. E.	15	18 "	6 "
S. E. S. E.	17	18 "	6 "
N. 1/2 N. W.	17	18 "	6 "
N. E. S. W.	17	18 "	6 "
N. 1/2 S. W.	17	18 "	6 "
E. 1/2 S. E.	18	18 "	6 "
N. E.	18	18 "	6 "
S. 1/2 Lot 2 S. W.	19	18 "	6 "
Lot 1 S. W.	19	18 "	6 "
N. E. N. E.	22	18 "	6 "
N. E. fract (N. J. B.)	27	18 "	6 "
S. E. (N. J. B.)	N. W. 30	18 "	6 "
N. E. S. E.	32	18 "	6 "
N. W. S. W.	33	18 "	6 "
E. 1/2 Lot 2 N. E.	2	16 "	7 "
S. W. S. W.	5	16 "	7 "
N. 1/2 Lot 2 N. W.	6	16 "	7 "
N. 1/2 S. E.	2	17 "	7 "
S. W.	2	17 "	7 "
S. W. S. E.	10	17 "	7 "
N. W.	11	17 "	7 "

Description	Section	Township	Range
S. W.	11	17 N.	7 E.
S. W. S. E.	11	17 "	7 "
N. W. N. E.	14	17 "	7 "
N. E. N. E.	15	17 "	7 "
S. W. N. E.	26	17 "	7 "
N. W. S. E.	26	17 "	7 "
S. E. N. W.	26	17 "	7 "
E. 1/2 N. W.	29	17 "	7 "
N. E.	8	18 "	7 "
N. E.	14	18 "	7 "
S. E.	14	18 "	7 "
E. 1/2 S. W.	15	18 "	7 "
S. W. S. W.	15	18 "	7 "
N. E. S. W.	18	18 "	7 "

2nd Sale Nov. 25, 1856.

S. E.	10	16 "	6 "
Lot 2 N. W.	2	17 "	6 "
Lot 2 N. E.	3	17 "	6 "
S. W.	15	17 "	6 "
S. 1/2 Lot 1 S. W.	19	17 "	6 "
N. W. S. E.	21	17 "	6 "
E. 1/2 S. E.	21	17 "	6 "
S. W.	22	17 "	6 "
N. W.	22	17 "	6 "
N. 1/2 N. E.	22	17 "	6 "
S. E.	29	17 "	6 "
N. 1/2 N. W.	34	17 "	6 "
S. E. N. W.	34	17 "	6 "
S. 1/2 S. E.	10	18 "	6 "
S. W. S. E.	14	18 "	6 "

Description -	Section -	Township	Range
S. W. S. E.	17	18 N.	6 E.
N. 1/2 S. W.	21	18 "	6 "
N. 1/2 S. W.	22	18 "	6 "
N. 1/2 Lot N. W.	31	18 "	6 "
S. E.	33	18 "	6 "
E. 1/2 S. W.	33	18 "	6 "
N. W. N. E.	9	15 "	7 "
S. 1/2 N. W.	11	16 "	7 "
E. 1/2 Lots 1 & 2 N. E.	6	17 "	7 "
N. E. S. E.	35	17 "	7 "
N. W. S. E.	6	18 "	7 "
N. W.	6	18 "	7 "
S. E. S. E.	10	18 "	7 "
N. 1/2 S. W.	13	18 "	7 "
N. W.	22	18 "	7 "
S. W.	23	18 "	7 "

Exhibit C.

It is hereby ordered that the money arising from the sale of the Swamp land in Bureau County constituting the Swamp land fund of said County shall be distributed among the several Towns in said County the amount apportioned to each Town to be paid to the Trustees of Schools of said Town and be added to the School fund

7
of said Town and constitute a permanent fund for the purpose of education in such Town, the principal of which shall be loaned as other portions of the School fund are required by law to be loaned and the interest of which fund shall be used in such Town for school purposes in the same manner as the interest of other portions of the School fund in said Town are or may be by law required to be used --

No. 437 # Office of Drainage Commissioners \$3529
Princeton Bureau County Illinois Nov. 25, 1856.

Exhibit D.

I hereby certify that C. L. Kelsey has this day purchased the following described tract or lot of Swamp or overflowed land belonging to said County and sold pursuant to the order of the Board of Supervisors of said County, to wit: S. W. 23. 18. 7 - containing 160 acres at 2²⁰/₁₀₀ dollars per acre and has paid the sum of 440 dollars being 7/8 of the purchase money and has also given his note No. 369 for 3080 dollars bearing interest at six per cent per annum payable semi-annually in advance for the remaining 7/8 of the purchase money, which entitles said C. L. Kelsey to receive a bond for said premises from the County Clerk in pursuance of the order

of said Board.
\$9²⁴ advance interest received on note -

R. T. Templeton

Drainage Commissioner

Exhibit F. To the Board of Supervisors of Bureau County, Ill.

The Drainage Commissioner asks leave to report the accompanying account current with the Swamp Land Fund of said County, which shows a balance due said fund from the Drainage Commissioner of \$147 17-100. Since the last statement made to the Board, there has been received on loaned money, \$100 of D. E. Norton, there has been received for interest of loaned money \$581 24-100, and interest on notes given for the purchase of swamp lands, \$252 61-100 and also \$94 64-100 received of Geo. L. Paddock, as agent of the state, it being the balance due this County on the Cash entries of Swamp Lands - The Drainage Commissioner has paid, since the last report, \$748 to the State of Illinois, for the expense of selecting Swamp lands in this County. He has also made two distributions to the several towns of the County, one on the 1st day of July last of \$600, and the other on the 2nd day of Jan., 1860, of \$840.

You will also ^{find} herewith a list of persons owing borrowed money to the swamp land fund of said County with the amounts, and the time to which interest has been paid. You will find a number of them have not paid any interest for over a year, although repeatedly asked to do so.

At the late term of the Circuit Court, the Kelsey injunction case against the County, was dismissed by Mr. Kelsey's attorneys, and the business now remains as it did before the injunction was sued out, except that the fund has incurred a considerable bill of expense in the way of attorney's fees, &c.

The Drainage Commissioner shall, unless otherwise directed by the Board, proceed to advertise and offer for sale the lands mortgaged by Mr. Kelsey to secure the payment of his notes.

Very resp'y, R. T. Templeton

Princeton, Jan. 7, 1860.

D. Comm'r.

Swamp Land Fund

In account with Drainage Commissioner, D. C.		
1859- June 28.	To amount on hand as per late statement this date -	\$1,430.11
Nov. 4.	To Cash of D. C. Norton for loaned money	100.00
" 30.	To Cash of G. L. Paddock, agent of State	94.64
	To amount of interest rec'd of Land notes since June 28 '59 to Jan. 2 '60.	252.61
	To amount of Interest rec'd on loaned money notes since June 28 '59 to Jan. 2 '60.	581.21
		<u>2,458.61</u>

Cr

1859- July 1.	By Cash paid order No. 23 to State of Illinois	748.00
" "	By Unit distributed to towns this date being \$25 to whole + 12.50 to 1/2 towns	600.00
Oct. 8.	By cash pd order No. 24 to G. L. Paddock	123.43
Jan. 2. 1860	By Unit distributed to towns this date being \$35 to whole + 17.50 to 1/2 towns	800.00
	By Cash on hands this date	147.17
		<u>2,458.61</u>

Jan. 2. Balance due this date \$147-17.
 Princeton, Jan. 3, 1860. R. T. Templeton, D. Com'r.

List of Persons owing Swamp Land Fund
 for borrowed money, and the time to which interest
 has been paid on the same.

Names	Date of Note	Amount	Int paid to
Boyd, Alex.	Sep. 24, 1856	\$500.00	Mch 24, 1859.
Ballow Alvin	Sep. 26, 1856	500.00	Sep. 26, 1859.
Ballow Martin	Oct. 1, 1856	260.00	Oct. 1, 1858
Brady Samuel	Sep. 13, 1856.	160.00	Sep. 13, 1858
Ballow Martin	Sep. 13, 1856.	240.00	Sep. 13, 1858
Brooks E. H.	Apr. 21, 1857.	600.00	Apr. 21, 1860
Chase Wm. A.	Sep. 17, 1856	810.00	Mch 17, 1859.
Curley Jacob	Sep. 13, 1856	60.00	Mch 13, 1857
Dow Whitcher	Sep. 30, 1856	500.00	Sep. 30, 1859
Fitzgerald Jas.	Sep. 13, 1856	140.00	Sep. 13, 1858
Hooper, Thomas	Dec. 6, 1856	800.00	Dec. 6, 1858
Johnson Jos.	Sep. 27, 1856	300.00	Sep. 27, 1858
Kelsey Chas. L.	Sep. 17, 1856	2,800.00	Sep. 17, 1857
Kelsey Chas. L.	Nov. 25, 1856	1,550.00	Nov. 25, 1857
Martin Wm.	Sep. 18, 1856	100.00	Mch 18, 1859
McKinzic William	Sep. 25, 1856	400.00	Mch. 25, 1860.
Morassey, Anthony	Oct. 2, 1856	150.00	Apr. 2, 1859
McKinzic John	Sep. 13, 1856	120.00	Mch. 13, 1859
Newell, Benj.	Sep. 22, 1856	2,100.00	Sep. 22, 1858
Newberry, Mary L.	Nov. 26, 1856	300.00	Nov. 26, 1859
Paddock S. G.	Oct. 7, 1856	200.00	Oct. 7, 1859
Ross, William	Oct. 6, 1856	500.00	Apr. 6, 1859
Ross, William	June 9, 1859	500.00	Dec. 9, 1859
Smith David H.	Oct. 10, 1856	570.00	Oct. 10, 1858.

Smith Bradley, A.	Oct. 13, 1856	600.00	Oct. 13, 1858
Spencer, Archibald	May 16, 1857	350.00	Nov. 16, 1859
Strawn Levi	May 16, 1857	500.00	Nov. 16, 1859
Wolf, Joseph	Sep. 18, 1856	175.00	Sep. 18, 1859
Wolf, Phineas	Sep. 20, 1856	200.00	Sep. 20, 1859
Wolf, Orson	Sep. 22, 1856	200.00	Sep. 22, 1859
Welch, Solomon	Sep. 26, 1856	500.00	Sep. 26, 1858
Walter, John	Oct. 21, 1856	700.00	Apr. 21, 1859
Wolf, Christian	Sep. 23, 1856	500.00	Sep. 23, 1859
Zearing Wm. M.	Nov. 27, 1856	600.00	Nov. 27, 1858
		\$18,415.00	

The amount of interest due and unpaid on the above notes to the 1st of Jan., 1860, is about \$2,030, and after deducting interest on Mr. Kelsey's notes, \$967, will still leave balance due from other parties of \$1,063.

The Committee on Swamp Lands, beg leave to submit the following report: Your Committee find from the report of the Drainage Commissioner that on the 1st of Jan., 1860, there remains the sum of \$2,030, due and unpaid as interest on money loaned out of the Swamp Land Fund, \$967 of which sum being due from C. L. Kelsey. Your Committee recommend the passage of the following resolution:

Resolved, that the Drainage Commissioner be hereby instructed to give all persons owing interest on money loaned out of the Swamp Land Fund, thirty days notice, and if not paid at that time, he shall proceed to collect the same.

Joseph H. Harris, } Com.
 Wm. M. Whipple, }
 Orrin Wilkinson, }

On motion, the resolution was adopted. —

Exhibit B.

Mortgage Sale of Real Estate.
Whereas, Charles L. Kelsey, together with Elizabeth B. Kelsey, his wife, executed their certain deed of mortgage and power of sale, bearing date December 19th A.D. 1856, and recorded in the office of the Recorder of Deeds of the County of Bureau, State of Illinois in Book F. of Mortgages pages, 509-510, and conveying to the undersigned Robert F. Templeton as Drainage Commissioner of said County of Bureau, the following described lands in said County of Bureau and State of Illinois, to wit:

Description	Sec.	Twp.	R. E.
The South West qr. of South West qr.	2	16	6
" South East qr. of North East qr.	22	18	6
" North West qr. of South East qr.	22	18	6
" South West qr. of North East qr.	25	18	6
" South West qr. of South East qr.	28	18	6
" South East qr. of South East qr.	32	18	6
" South East qr. of South West qr.	3	16	7
" South East qr. of South West qr.	4	16	7
" West half of Lot No. 1 North East fr. qr.	1	17	7
" North West qr. of South East qr.	11	17	7
" West half qr. of North West qr.	9	18	7
" North East qr. of South East qr.	10	18	7

" West half of North West gr. 11	18	7
" South West gr. of South West gr. 28	18	7
" North West gr. of North East gr. 32	18	7
" East half lot No. 2 North West fr. gr. 6	18	8
" South East gr. of North West gr. 14	18	8

to secure the payment of two certain promissory notes in said Mortgage mentioned; one of said notes calling for the sum of twenty-eight hundred dollars (\$2,800.00) bearing date September 17th 1856 and payable one year after date with interest at ten per cent per annum, payable semi-annually in advance; the other of said notes calling for the sum of Fifteen hundred and fifty dollars (1,500.00) bearing date November 25th 1856, and payable one year after date with interest at ten per cent per annum payable semi-annually in advance; on the first of which notes there is credited Jan. 17, 1860 the sum of \$176.85; and on the second of which notes there is credited Jan. 8, 1860 the sum of \$83.36 said sums of money being the amount which said Kelsey would be entitled to receive from such Drainage Commissioner on account of the erroneous sale by said Commissioner to him of four certain tracts of land, upon the cancellation of said sales in accordance with the resolutions of the Board of Supervisors of said Bureau County in that behalf. Now, therefore, default having been made in the payment of both of said notes, the undersigned will, by virtue of the Power of sale in him by said deed of Mortgage vested

on Saturday the 25th day of February A.D.
1860 at the front door of the Court House, in
Princeton, Bureau County, State of Illinois
between the hours of 10 O'clock A.M. and 5 O'clock
P.M. on said day sell at public auction
to the highest bidder for cash the above de-
scribed tracts of land or so much thereof, as
may be sufficient to pay off and satisfy the bal-
ance of principal and interest due upon the said
notes with the Costs and Charges of making such
sale, deducting the aforesaid credits for erro-
neous sale and also will then and there make,
execute and deliver to the purchaser or purchasers
at such sale deeds of conveyance of the tracts sold
free from all equity of redemption and dower of
right.

Robert T. Templeton,

Drainage Commissioner of Bureau Co. Ill.

Taylor, Paddock & Phelps, his atty

Jan. 19. 1860.

6w2.

To wit: on the 25th day of February A.D.
1860, the following Bond was filed,
viz:

4

of such Contract while the other party notoriously
refuse to perform its part of the Contract - That
if said premises are sold under said mort-
gage a vast and irreparable injury will
be done to your orator and that said Drain-
age Commissioner will sell said premises as
he has advertised to do unless he is restrained
from so doing

Your orator therefore in Consider-
ation of the premises and inasmuch as your
orator can only obtain adequate relief in Eq-
uity where matters of this sort are properly
cognisable - your orator is Compelled to ask
for an injunction to restrain said Commis-
sioner from selling said lands under said
Mortgage - That the previous injunction
granted to your orator and the Bill in which
the injunction was granted was dismissed
by your orator's Counsel for the reason of your
orator's being unexpectedly detained from home
out of the State so as not to be present and at-
tend to preparing ^{the} proofs in person his Counsel
were unable to proceed with the case and be-
sides new and unexpected matter being set
up in the defendants answers and the affida-
vits filed therewith, the original Bill would
have required an amendment so to have
met the new matter so set up by the defend-
ants which amendments to the said Bill
being material would have worked a dis-

reversal of the Injunction and your orator would have been compelled to have dismissed his said first Bill and to have filed a new Bill in order to get another Injunction to which he was entitled, under the circumstances and besides the said Drainage Commission having advertised to sell said lands contrary to the express order of the Board of Supervisors whose agent and servant he is your orator for that reason alone is entitled to an Injunction to restrain said Drainage Commission from selling said lands -

Your orator ^{would} therefore pray that the said Robert T. Templeton, Drainage Commissioner as aforesaid and the Board of Supervisors of the County of Bureau and State of Illinois be made party defendants herein by process duly issued from said Circuit Court and that they be required to make full, true & perfect answers to the matters herein contained but not under oath their answer under oath being hereby expressly waived and that a writ of Injunction issue herein directed to the said Robert T. Templeton, Drainage Commissioner as aforesaid and to the said Board of Supervisors of said County restraining them and each of them and their successors in office, their agents, attorneys & associates from selling any of the lands described in said Mortgage under & by virtue thereof, and from collecting

or attempting to collect any of the notes given for the purchase money of said Swamp land purchased by your orator of said County including the notes described in said mortgage and all other of said notes and that on final hearing the said Injunction be made perpetual and that all of said notes and said mortgage be ordered to be given up and canceled and that said sale of said Swamp lands to your orator be declared to be null and void and that ^{your} orator be decreed to be forever discharged of said supposed indebtedness and that your orator may have such other and further relief as to your Honor may seem meet -

Peter & Fairwell

Sols for Compt -

State of Illinois,
Bureau County Jp. Charles L. Kelsey being by me first duly affirmed says that the matters and things alleged in the foregoing Bill are true in substance and in fact, so far as the same are stated on his own knowledge & so far as the same are not so stated he believes to be true -

Affirmed to & subscribed
before me this 24th day of July A.D. 1860.
Chas. J. Peckham
Notary Public

C. L. Kelsey

Let the writ of Injunction issue in accordance with the prayer of the foregoing. Bill upon the Complainant giving Bond in \$400.00 conditioned according to law, with Julius L. Kelsey as security -
Feb. 25, 1860 - M. Ballou Judge of
23 Judicial Circuit, Ills.

This Indenture made the Nineteenth day of December in the year of our Lord one Thousand eight hundred and fifty-six. Between Charles L. Kelsey and Elizabeth B. Kelsey, his wife, of the County of Bureau and State of Illinois of the first part and Robert T. Templeton Drainage Commissioner of the said County and State party of the second part, Witnesseth, That the party of the first part, in the consideration of the sum of Forty-three hundred & fifty dollars, do grant, bargain, sell, and convey unto the said party of the second part as Drainage Commissioner as aforesaid, and his successors in office, all that tract or parcel of land situate lying and being in the County and State aforesaid, Being the South West quarter of the South West quarter of Section Two (2) in Township Sixteen (16) North, Range Six (6) East.

"Exhibit
A"

and the South East quarter of the North East
 quarter, and the North West quarter of the South
 East quarter of section Twenty-two (22) and the
 South West quarter of the North East fractional
 quarter of section Twenty-five (25) and the South
 West quarter of the South East quarter of section
 Twenty-eight (28) and the South East quarter of
 the South East quarter of section Thirty-two (32)
 all in Township eighteen (18) North, Range six
 (6) East; and the South East quarter of the South
 West quarter of section three (3) and the South East
 quarter of the South West quarter of section four (4)
 both in Township sixteen (16) North, Range seven
 (7) East; and the West half of Lot one of the North
 East fractional quarter of section one (1) and the
 North West quarter of the South East quarter of
 section Eleven (11) both in Township seventeen (17)
 North, Range seven (7) East; and the West half
 and the North East quarter of the North West
 quarter of section nine (9), and the North East
 quarter of the South East quarter of section
 Ten (10) and the West half of the North West quar-
 ter of section Eleven (11) and the South West quarter
 of the South West quarter of section Twenty-eight
 (28) and the North West quarter of the North East
 quarter of section Thirty-two (32) all in Township
 Eighteen (18) North, Range seven (7) East; and the
 East half of Lot two of the North West fractional
 quarter of section six (6) and the South East
 quarter of the North West quarter of section four-
 teen (14) both in Township Eighteen (18) North,

Range eight East, being in all Eight hundred
+ eighteen $\frac{1}{100}$ acres be the same, more or less with
all and singular the hereditaments and appur-
tenances in anywise thereunto belonging, To have
and to hold the same unto the said party of the
second part as such Drainage Commissioner
and his successors in office forever, and the
said party of the first part, for himself, his heirs,
executors and administrators, Covenants to and
with the said party of the second part, as Drainage
Commissioner aforesaid, and his successors,
in office, that he and they will and shall and
will warrant and defend the title to the afore-
granted premises to the said Drainage Commis-
sioner and his successors in office forever, a-
gainst the lawful claims and demands of all
persons. Provided always, and these presents are
upon express Conditions, That if the party of the
first part pay or cause to be paid to the party of the
second part the sum of Four thousand three hundred
and fifty dollars according to the Condition of his
two certain promissory notes, one dated September
17th 1856 for twenty-eight hundred dollars and the
other dated November 25th 1856 for fifteen hun-
dred and fifty dollars, and each payable one
year after the date thereof, made by the party of
the first part to the party of the second part as such
Drainage Commissioner as collateral security,
then these presents and this said Mortgage
shall become void. But in case of default in
the payment of the principal or interest as

above provided, or any instalment or part of the same, then the party of the second part, or his successors in office are hereby empowered by the party of the first part to sell the aforegranted Premises with all and every of the appurtenances or any part thereof, at the front door of the front door of the Court-House in Princeton in said County and state to the highest and best bidder therefor at public sale, after publishing a notice of the time and place of such sale for the space of thirty days prior thereto in some public newspaper printed and published in said County and to make ~~and~~ execute, and deliver to the purchaser or purchasers at such sale a good and sufficient deed of conveyance for said premises, and out of the monies arising from such sale to retain the said principal and interest with the costs and charges of making such sale rendering the surplus money (if any there be) on demand to the aforesaid party of the first part, his legal representatives or assigns

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first herein ^{above} written

Charles L. Kelsey
Elizabeth B. Kelsey

State of Illinois
County of Bureau 3^d. J. Levi North, Police
Magistrate of the Town of Princeton in the
said County, in the state aforesaid, do hereby

Certify that Charles L. Kelsey and Elizabeth B. Kelsey, personally known to me as the real persons whose names are subscribed to the foregoing deed, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth, and the said Elizabeth B. Kelsey wife of the said Charles L. Kelsey, having been by me examined separate and apart and out of the hearing of her husband and the contents of the said instrument of writing having been by me made known and fully explained to her, acknowledged that she had freely and voluntarily executed the same and relinquished her dower to the lands and tenements therein mentioned without compulsion of her said husband and that she does wish to retract the same. Given under my hand this nineteenth day of December A. D. 1856.

Levi North, P. M.

Know all men by these presents that we Charles L. Kelsey and Julius L. Kelsey are held and firmly bound unto Robert T. Timpler Drainage Commissioner of Bureau County, Illinois and the Board of Supervisors of Bureau County aforesaid in the penal sum of Four hundred dollars lawful money of the United States for the payment of which well and truly to be made we bind ourselves, our heirs, executors & administrators jointly, severally, and firmly by these presents - Witness our hands and seals this 25th day of February A.D. 1868.

The Condition of the above obligation is such that whereas the above bounden Charles L. Kelsey is about to sue out of the office of the Clerk of the Circuit Court of Bureau County, Illinois a writ of injunction against Robert T. Timpler Drainage Commissioner as aforesaid and the Board of Supervisors of said County restraining them from selling certain Real Estate under and by virtue of a certain Mortgage executed by said Kelsey to said Timpler and from collecting certain notes described in said Mortgage & from collecting certain other notes made by the said Kelsey to the said Drainage Commissioner given for the purchase money of Swamp Lands, Now if the said Charles L. Kelsey shall prosecute his appeal with effect, and shall pay all costs and all such damages as shall be awarded against him

in case such injunction shall be dissolved
then the above obligation to be void, otherwise
to remain in full force and effect

Charles L. Kelsey *Seal*
Julius L. Kelsey *Seal*

To-wit, on the 25th day of February
1860, the following praecipe was filed, viz:

State of Illinois } Circuit Court
Bureau County } March T. A.D. 1860.

Charles L. Kelsey

vs.

Robert T. Templeton }
Drainage Commissioner of } Bill in Chancery
Bureau County, Illinois } +
The Board of Supervisors } Injunction -
of Bureau County, Illinois }

The Clerk will please issue
summons in the above cause and Injunc-
tion as prayed for and ordered to be granted -
Feb'y 25th/60.

Peters & Farwell
Compl't Solicitors -

On the same day the following Writ of Injunction issued, to-wit: on the 25th July 1860,
viz:

State of Illinois, The People of the State of
Bureau County 3^d. Illinois, vs Robert T.
Templeton, Drainage Commissioner
of Bureau County, State of
Illinois, and the Board of Super-
visors of said County and State.
Greeting:

Whereas Charles S. Kelsey has lately exhibited his Bill of Complaint to Martin Ballou, Judge of the 23rd Judicial Circuit of the State aforesaid, against you the said Robert T. Templeton, Drainage Commissioner of said Bureau County and the Board of Supervisors of said County and State, Defendants.

Whereas among other things it is represented that you the said Robert T. Templeton Drainage Commissioner aforesaid have advertised to sell and will sell on the 25th day of February A.D. 1860 between the hours of 10 o'clock A.M. and 5 o'clock P.M. of said day without legal authority and contrary to law unless restrained the following premises of Complainant, to-wit: S.W. S.W. 2-16-6 - S.E. N.E. 22-18.6 - N.W. S.E. 22-18.6 - S.W. N.E. frac. 25-18.6 - S.W. S.E. 28-18.6 - S.E. S.E. 32-18.6 - S.E. S.W. 3-16.7 - S.E. S.W. 4-16.7 - N. 72 Lot No. 1. N.E. frac. 1-17-7 - N.W. S.E. 11-17.7 - N. 72 gr. N.W. 9-18.7 - N.E. N.W. 9-18.7 - N.E. S.E. 10-18.7 - N. 72 N.W. 11-18.7 - S.W. S.W. 28-18.7 - N.W. N.E. 32-18.7

E. 1/2 Lot No. 2, N.W. frac. 6-18. S. S. E. N.W. 14-18. 8 -
all in the County of Bureau, State of Illinois, under
and by virtue of a certain Mortgage deed executed
by Complainant and wife to said Robert T. Temple-
ton Drainage Commissioner aforesaid on the 19th
day of December A.D. 1856 to secure the payment
of two certain promissory notes in said mortgage
mentioned, one for the sum of twenty-eight hun-
dred dollars, dated September 17th 1856, payable in
one year after date with interest at ten per cent,
interest payable semi-annually in advance
the other dated November 25th A.D. 1856 payable in
one year after date with ten per cent interest
payable semi-annually in advance, on which
there has been paid the interest for six months on
the two said notes. all of which and together with
many other things stated and set forth in said
Complainant's bill of Complaint to which refer-
ence is hereto had -

We therefore in Consideration of the
premises do strictly enjoin and Command you
the said Robert T. Templeton, Drainage Commis-
sioner of Bureau County & State of Illinois, and
also you the Board of Supervisors of said County
and State, that you and each of you, your
agents, attorneys associates and successors in
office that you do absolutely and entirely
desist from selling any of the Lands described
in said mortgage under and by virtue of
said mortgage and from collecting or at-
tempting to collect any of the notes given for

the purchase money of the said Swamp lands purchased by Complainant of said County including the notes described in said Mortgage, and all other of said notes - Until you and each of you shall appear to and fully answer the Complainant's bill, and our Circuit Court in and for the County of Bureau and state of Illinois make other order to the contrary. Hereof fail not under the penalty of what the law directs.

Witness Edward M. Fisher Clerk of our said Circuit Court and the seal of said Court at Princeton this 25th day of February A.D. 1860.

Edward M. Fisher, Clerk
by W. A. Fisher Dep. Clk.

L. S.

On which said writ the following return was made, to wit:

Served this 25th day of February 1860 on Robert T. Templeton Drainage Commissioner of Bureau County and John H. Bryant, Chairman of Board of Supervisors of said County by reading.

D. E. Norton, Sheriff
Bu. Co. Ills.,

Also, on the same day the following writ was issued; to wit:

State of Illinois, ss. The People of
Bureau County 3

the State of Illinois:

To the Sheriff of Bureau County: Greeting.

We Command you to Summon Robert T. Templeton, Drainage Commissioner of Bureau County and the Board of Supervisors of said County, if they shall be found in your County, to be and appear before our Circuit Court for said County, on the first day of the next term thereof, to be holden at the Court-House in the town of Princeton, on the second Monday of March next, to answer to a certain bill of Complaint filed in our said Circuit Court, on the Chancery side thereof, against them by Charles L. Kelsey and further to do and receive whatever our said Court shall then and there consider in that behalf; and this they shall in no wise omit. Hereof fail not, and make due return of this writ, with an endorsement of the manner in which you execute the same.

Witness Edward M. Fisher, Clerk of our said Court, and the seal thereof, at Princeton, in said County, this 25th day of February in the year of our Lord one thousand eight hundred and Sixty-

E. M. Fisher, Clerk,
by W. A. Fisher, Deputy.

Which writ was returned with the following endorsement thereon, to-wit:

Served by leaving a true copy of this writ with Robert T. Templeton Drainage

L. S.

Commissioner of Bureau County & John H. Bryant
Chairman of Board of Supervisors of said County

February 25th 1860.

D. E. Norton, Sheriff
Bu. Co. Ills..

To wit, on the 14th day of March A.D.
1860, the following answers were filed,
viz:

Robert T. Timpson July

no 49 126

49

Charles L. Kelsey

Recd

Filed April 16 1861

L. Deland
Clerk

Hear before the Honourable Martin
Ballou Judge of the 23^d Judicial Circuit
Court of the State of Illinois at a term of said
Court begun and held at the Court House
in Hennepin in ^{the} said County of Putnam in
said state on the fourth Monday of October
in the year of our Lord One thousand Eight
Hundred and Sixty to wit October 22^d. 1860.

Present: The Hon^{ble} Martin Ballou
" Geo Dent Esq Clerk
" Jas P. Geberich Esq Sheriff
" Henry Miller Esq State Atty

~~State of Illinois~~
~~Supreme Court & Grand Dism^{ts}~~ ^{3^d April term}
^{3^d A.D. 1861.}
On appeal from Putnam County.

Robert T. Templeton, Drainage
Commissioner of Bureau County,
Illinois, and the Board of Super-
visors of Bureau County, Ills.
(Appellants)

Charles L. Kelley, (Appellee) In Chancery.

To wit: on the 25th day of February
A.D. 1860, the following Bill of Complaint was filed
in the Bureau County Circuit Court, State of
Illinois, viz:

To the Hon. Judge of the 9th Judicial Circuit
in the State of Illinois in Chancery sitting in the
County of Bureau in said State. -

Humbly Complaining your orator
Charles L. Relsey of the County & State aforesaid unto
your Honor would respectfully show -

That on the 17th day of September A.D. 1856,
your orator made to Robt. Templeton Drainage Com-
missioner of the County & State aforesaid his certain
promissory note for the sum of Twenty-eight hun-
dred dollars due in one year from date with in-
terest from date at 10 per cent payable semi-annually
in advance, also your orator on the 25th day of
November A.D. 1856, made his certain other promissory
note to the said Drainage Commission for the
sum of Fifteen hundred & fifty dollars due in one
year from date with interest from date at 10 per
cent payable semi-annually in advance and
that to secure the payment of said notes and
interest your orator and his wife made to the
said Drainage Commissioner a mortgage with
Power of sale of a large quantity of Real Estate
described in said mortgage, a copy of which
mortgage is hereto appended marked exhibit "A"
and made a part of this Bill - -

Your orator also shows that six
months interest upon said notes has been paid
and that said notes are now due and that said
Drainage Commissioner has advertised to sell at Pub-
lic Sale the lands described in said mortgage

by virtue of said Mortgage on the 25th day of February A.D. 1860 at the front door of the Court House in Princeton in said County & State, a copy of which advertisement is hereto appended - and that it is the intention of the said Drainage Commission - to sell said Real Estate by virtue of said Mortgage because of the non-payment of said notes and that he will sell the same, unless he is restrained from so doing and that your orator in equity is entitled to have said sale perpetually enjoined and to have said notes and mortgage given up and canceled -

Your orator further shows that said notes were given for the one eighth part of the purchase money of a number of tracts of land claimed by said County - pretended to have been sold by said Drainage Commissioner for said County to your orator - That a list of the lands so pretended to have been sold to your orator is hereto appended marked exhibit "B." and made a part of this Bill. - and that said lands are and were Swamp lands at the time of such pretended sale and can be of value only when drained and that without drainage said lands or most of them are about or nearly worthless -

Your orator also shows that said lands were granted to the state of Illinois by the General Government by an Act of Congress approved 28th September A.D. 1850 to enable the State of Arkansas to construct the necessary levees and drains to reclaim the Swamp and overflowed lands therein

That by the 2nd Section of said Act, it is provided that the proceeds of said lands whether from sale or direct appropriation in kind shall be applied exclusively as far as necessary for the purpose of reclaiming said lands by means of the levees and drains aforesaid and that by 4th section of said Act the provisions of such Act are extended to and their benefits are conferred upon each of the other States of the Union wherein such Swamp or overflowed lands may exist

Your Orator further shows that by an Act of the Illinois Legislature approved June 22nd 1852 all the Swamp and overflowed lands granted to the State of Illinois by the Act of Congress aforesaid, were granted to the Counties respectively in which the same may lie or be situated for the purpose of constructing the necessary levees and drains to reclaim the same and by the 1st section of said Act, the said Lands claimed to have been purchased by your orator were granted to said County for the express purpose of constructing the necessary Levees and Drains to reclaim the same. That by the 8th section said Act, the County Court of said County, was & is required to cause said lands to be drained by the construction of proper Levees and Drains necessary to reclaim the same - That by 6th section of said Act, said lands are required to be sold and the 8th section requires that they shall be sold to the highest bidder for cash, the amount of which might be discharge

in labor according to the terms of said Act.

Your orator also shows that on the 10th day of July A.D. 1856 in pursuance of an order to that effect made by the Board of Supervisors of said County the said Drainage Commissioner published a notice in the Princeton Post, a newspaper printed in said County that said Lands would be sold at public sale at the door of the Court House in Princeton in said County on the 3^d Monday of September A.D. 1856 - and in said notice stated that the terms of such sale would be made known on the day of sale, while the 7th section of the Act aforesaid required that said notice shall specify the terms of such sale, and that at such sale your orator bid in large number of said tracts of land and that your orator was then advised that the terms of such sale were one eighth of the purchase money to be paid down in cash - the balance to be paid in Five years with interest at 6 per cent. to be paid semi-annually in advance - the purchaser giving his notes for such balance - and that for said one eighth & the interest thereon at 10 per cent for the then next ensuing six months and for the 6 per cent interest to accrue and the balance of such purchase money for the same time your orator executed the note described in said Mortgage dated the 17th day Sept. 1856 for Twenty-eight