

And afterwards to wit; on the eleventh day
of November, in the year last aforesaid, comes the
said Plaintiff by his Attorney, and files herein
his certain Narr- in, attachment which is
in the words and figures following to wit,

State of Illinois } Circuit Court of the November
County of Cook } ss. term A.D. 1839
Charles Butler of the State of
New York, Plaintiff in this cause, by Arnold
& Ogden his Attorneys, comes and complains of
Simon L. Haven, who is sued in attachment,
Defendant in this suit, of a plea of Covenant
Broken, For that whereas the said
Defendant on the 28th day of April in the
year of our Lord one thousand eight hundred
and thirty six, at the County of Cook aforesaid
by certain articles of Agreement, then and there
made & entered into by, and between the Plai-
ntiff on the one part & the Defendant, on the
other part, the counterpart of which Articles
of Agreement, sealed with the seal of the said
Defendant, the Plaintiff now brings into
Court, the date whereof is the day and year
aforesaid, The Plaintiff covenanted & agreed
at the request of the said Defendant and in
consideration of the money to be paid, and
the covenants in said Articles of Agreement.

expressed & to be performed by said Defendants
to sell to the said Defendant, all that certain
Lot or parcel of Land situate in the Town of
Chicago, in Cook County, in the State of Illinois
known & distinguished as Lots five and six in
Block seventeen in "King's Addition" to
Chicago, as the same are designated on a map
or plat of the survey, of said King's Addition to
Chicago with the privilege & appurtenances
thereto belonging, and the said Defendants in
consideration of the promises in said Articles of
Agreement contained, thereby agreed to pay
to the said Plaintiff or his Attorney, Executors
administrators or assigns, the sum of Five
thousand Dollars as follows viz Sixteen
hundred Dollars on the day of the date of said
Articles of Agreement, to wit, on the twenty
eighth day of April Eighteen hundred
and thirty six; Seventeen hundred Dollars
on the twenty eighth day of April Eighteen
hundred & thirty seven with interest thereon
at the rate of ten percent per annum from the
said twenty eighth day of April Eighteen
hundred and thirty six, and Seventeen hundred
Dollars on the twenty eighth day of April
Eighteen hundred and thirty eight, with
interest thereon at the rate of ten per cent
per annum from the said twenty eighth day of

44
April Eighteen hundred and thirty six, which
said Interest was to be paid, annually, on the
whole sum from time to time remaining
unpaid. And, also that the said Defendant
would, well & faithfully, in due season, pay
or cause to be paid, all taxes and assessments
ordinary & extraordinary for any purpose what-
ever, upon said premises, or appurtenances;

And the said Plaintiff, in said articles
of agreement, further, covenanted and agreed
with the said Defendant, that upon the faith-
ful performance of the said Defendant of his
undertaking in that behalf, and the pay-
ment of the principal of the sums, above men-
tioned with the interest thereon in the manner
specified, the said Plaintiff would & should
without delay well, and faithfully execute, and
deliver, in person, or by, Attorney, duly authorised
a good & sufficient deed, or deeds, and thereby
assign & convey to the said Defendant, his
heirs or assigns, a good, perfect & unincumbered
title in fee simple to the above described prem-
ises, with their appurtenances, and the said De-
fendant did thereby, for himself, his heirs,
executors and administrators, that he would
well & truly pay, or cause to be paid to the said
Plaintiff, his heirs, executors, administrators
or assigns the said sum of Five thousand

Dollars with the interest thereon at the said several days and times aforesaid as by said articles of Agreement reference being therunto had will more fully appear. And although the Plaintiff has always from the time of making & entering into said Articles of Agreement, hitherto well & truly kept & performed all things contained in the same, on his part to be kept and performed—

Nevertheless the said Plaintiff says and assigns for breach of the said Defendant's covenants as aforesaid that he the said Defendant has not kept & performed anything contained in the same articles of Agreement on his part to be kept & performed, nor has he the Defendant paid or caused to be paid to the said Plaintiff the said sum of Seventeen hundred Dollars, with interest thereon at the said rate of ten per cent per annum so due as aforesaid on the said twenty eighth day of April Eighteen hundred & thirty seven, but on the contrary thereof the said Plaintiff avers that the said Defendant has not nor would he pay or cause to be paid unto the said Plaintiff the said sum of seventeen hundred Dollars with interest thereon at the said rate of ten per cent per annum which became due on the said twenty eighth day of April last aforesaid, and was due & still is due & unpaid to the said Plaintiff, contrary to true intent & meaning

of said Articles of Agreement, and the said, covenant so made by said Defendant as, aforesaid. And the said Plaintiff further says that the said Defendant has not paid nor, caused to be paid, unto the said Plaintiff the said sum of seventeen hundred Dollars, with interest therein, at the said rate of ten per cent per annum so become due as aforesaid, on the said twenty eighth day of April Eighteen hundred and thirty eight, but, on the contrary thereof the said Plaintiff avers that the said Defendant has not nor, would he pay, or, cause to be paid unto the said Plaintiff the said sum of seventeen hundred Dollars with interest at the said rate of ten per cent per annum which became due on the twenty eighth day of April last, aforesaid, and was due & still is due, and unpaid to the said Plaintiff, contrary to the true intent & meaning of the said Articles of agreement, and the said, covenants so made as, aforesaid by the said Defendant. Yet the said Defendant hath not yet paid to the said Plaintiff the said sum of money, above mentioned, or either of them, or any part thereof, according to the form & effect of the said Articles of Agreement, but hath hitherto wholly neglected & refused & still doth neglect and refuse so to do contrary to the said Articles of Agreement, and

the said covenants of the said Defendants by him
in that behalf made, as aforesaid, to wit, at said
County of Cook, to the damage of the said Plaintiff
of Eight thousand Dollars, and therefore he brings
Suit &c

Arnold & Ogden
Plffs Attornies

And afterwards to wit, on the 20.th day of December
in the year last aforesaid there issued out of the
Office of the Clerk aforesaid, a notice of publication which
was afterwards filed in said Office with the publishers
certificate attached which Notice and certificate
are in the words and figures following to wit:

State of Illinois }
County of Cook } ^{Set.}
A. D. 1840

Cook Circuit Court
To the April term

On Attachment. — Charles Butler vs. Simon
L. Haven. Public notice is hereby given to
the said Simon L. Haven of the State of New York,
that a writ of attachment issued out of the Clerk's
Office of the Circuit Court, in and for the County of
Cook, and State of Illinois, dated the eighteenth
day of October A. D. 1839, at the suit of Charles Butler
and against the estate of the said Simon L. Haven
for the sum of Four thousand five hundred and
forty seven Dollars, directed to the Sheriff of
the said County of Cook, to be executed which

said writ has been returned executed by the said Sheriff, as levied upon the following, described property, to wit; 26 $\frac{1}{2}$ feet on the west $\frac{1}{3}$ of west side of Lot 1, Block 24 School Section, Addition to Chicago, also 19-24 feet undivided of Section 10, and the south half of Section 3 Township 39 north range 12 east of the third principal meridian. Now, unless you the said Simon L. Warren, shall personally be, and appear before the Judge of the said Circuit Court, on the first day of the next term thereof to be holden at the Court House in Chicago, on the Sixth Monday, after the first Monday, in March, A.D. 1840 give special bail & plead to the said Plaintiffs action, judgement will be entered against you in favor of the said Charles Butler, and the said estate so attached as aforesaid, will be sold to satisfy the same with costs. — Dec^r. 20th 1839. Attest

Rich^d. J. Hamilton Clk.

Arnold & Ogden, Attys.

This certifies that the appended has been published in the Chicago Democrat, a newspaper printed in the City of Chicago, county of Cook, and State of Illinois, four weeks, commencing with N^o. 6. Vol. 4, dated the 8th day of January, and ending with N^o. 9 Vol. 4, dated the 29th day of January, 1840, and that I have received four Dollars in full for publishing the same.

S. Wentworth, Publisher.

and afterwards to wit, on the thirty first day of March
in the Year of our Lord, one thousand eight hundred
and forty three was filed in the Office of the Clerk
aforesaid, a certain Narr. which is in the words and
figures following to wit:

Creek Cir. Court

of the November Term

A. D. 1839

Creek County S.S. Charles Butler Plaintiff in
this suit by Arnold & Ogden his Attornies, Complain
of Simon L. Haven Defendant in this suit, who was
summoned &c of a plea of breach of Covenant.

For that whereas heretofore to wit, on the twenty
eighth day of April in the Year of our Lord, one
thousand eight hundred & thirty six at Chicago
in said County of Creek by certain Articles of
Agreement, then and there made and concluded
between the said Plaintiff of the one part, and the
said Defendant of the other part, one part of
which said articles of agreement sealed with
the seal of the said Defendant, the said Plaintiff
now brings here into Court the date whereof is the
same day and year aforesaid, wherein, often
writing that the said Plaintiff at the request of
the said Defendant and in consideration of the
money to be paid & the covenants as in the said Articles
of agreement expressed to be performed by the said
Defendant, he, the said Plaintiff agreed to sell
to the said Defendant all that certain Lot and

parcel of Land situate in the Town of Chicago in Cook County, in the State of Illinois. known and distinguished on the map or plat of the Survey of Henry's addition to Chicago on file in the office of the Recorder of Cook County as Lots Six and Six in Block seventeen in said addition with the privileges & appurtenances thereunto belonging.

And the said Defendants, in consideration of the premises, did in & by the said articles of agreement agree to pay to the said Plaintiff, or to his Attorney, executors, administrators or assigns the sum of Five thousand Dollars as follows to wit. Sixteen hundred Dollars on the day of the date of the said agreement, Seventeen hundred Dollars one year from the date of said agreement, and Seventeen hundred Dollars two years from the date of said agreement with Interest at the rate of Ten per cent per annum to be paid annually on the whole sum from time to time remaining unpaid, and also that he the said Defendant would well and faithfully in due season pay or cause to be paid all taxes and assessments ordinary & extraordinary for any purpose whatever upon the said premises, or appurtenances, as in & by the said articles of agreement reference being thereunto had will (amongst other things) more fully and at large appear.

And the said Plaintiff in fact says the

Said Defendant has not fulfilled his said
covenant but has broken the same, in that he has not
nor would he pay to him the said Plaintiff the said sum
of seventeen hundred Dollars, one year from the
date of said agreement nor at any time thereafter,
nor has the said Defendant paid to the said Plain-
tiff the further sum of seventeen hundred Dollars
two years from the date of said agreement or at
any time since - with the interest at the rate
of ten per cent per annum, to have been paid
annually on the whole sum from time to time
remaining unpaid - but so to do has entirely neg-
lected & refused, nor has the said Defendant with
it, faithfully in due season paid, or caused to be
paid all Taxes & Assessments ordinary & extra-
ordinary for any purpose whatever upon the said
premises or appurtenances - but so to do has en-
tirely refused & neglected - and so the said
Plaintiff says the Defendant has broken his said
covenant.

And the said Plaintiff further complains
as aforesaid & for that whereas heretofore to wit,
on the Twenty eighth day of April A.D. 1836, at
Chicago aforesaid by certain articles of agree-
ment then & there made & concluded between
the Plaintiff of the one part and the Defendant
of the other of that date a part of which sealed
with the seal of the said Defendant the Plain-

6
tiff now brings here into Court and which is in these words to wit, —

Articles of Agreement, made, and concluded the twenty eighth day of April in the year one thousand eight hundred and thirty six. —

Between Charles Butler, of the City, County and State of New York, by his Attorney William B. Ogden, by virtue of a Power of Attorney executed by said Charles Butler, and Eliza A. his Wife, bearing date the first day of January one thousand eight hundred and thirty six, of the First Part and Simon S. Haven of Chicago of the Second Part, Witnesseth, that the party of the first part, at the request of the party of the second part, and in consideration of the money to be paid, and the covenants as herein expressed to be performed by the party of the second part, hereby agrees to sell to the said party of the second part all that certain lot and parcel of land, situate in the Town of Chicago in Cook County in the State of Illinois, known and distinguished on the map or plat of the survey of Ringier's addition to Chicago on file in the office of the recorder of Cook County, as lots Five and Six, in Block Seventeen, in said addition with the privileges and appurtenances thereto belonging. And the said party of the second part,

in consideration of the premises, hereby, agrees to pay to the said Charles Butler, or to his attorney, executors, administrators, or assigns, the sum of Five thousand Dollars, as follows, viz. Sixteen hundred Dollars this day - Seventeen hundred Dollars, one year from date, and seventeen hundred Dollars two years from date with Interest at the rate of Ten per cent per annum to be paid annually on the whole sum from time to time remaining unpaid, And, also, that he will well, and faithfully, in due season pay, or cause to be paid, all taxes and assessments, ordinary and extraordinary, for any purpose whatever upon the said premises, or appurtenances.

And the said party of the first part, further covenants and agrees with the said party of the second part, that upon the faithful performance by the said party of the second part of his undertaking in this behalf, and of the payment of principal and interest of the sums above mentioned in the manner specified, he, the said party of the first part, shall, and will, without delay, well, and faithfully, execute and deliver in person, or by attorney, duly authorized a good, and sufficient Deed, or Deeds, and thereby, assign and convey, to the said party of the second part, his heirs and assigns, a good, perfect, and

unincumbered title in fee simple to the above described premises, with their appurtenances.

And, as it is mutually, covenanted, and agreed, by and between the parties hereto, that in case default shall be made in any of the payments of principal or interest, at the time, or any of the times above specified for the payment thereof, and for sixty days thereafter, this agreement, and all the preceding provisions hereof, shall be null and void, and no longer binding, at the option of the said party, of the first part, his representatives or assigns; and all the payments which shall then have been made hereon, or in pursuance hereof.

(The condition of forfeiture, contained in this Bond or contract is hereby extended to the 28th April A.D. 1838. Wm. Butter Chicago July 10th 1837 by W. B. Ogden)

absolutely and forever forfeited to the said party, of the first part; or, at the election of the said party, of the first part, his representatives and assigns, the covenants and liability of the said party, of the second part shall continue, and remain obligatory upon the said party, of second part and may be enforced, and the said consideration

money, and every part thereof, with the annual interest, as above specified, be collected by proper proceedings in law or equity, from the said party of the second part, his heirs, executors, administrators or assigns.

And it is further mutually covenanted and agreed, by and between the parties hereto, that in case of default in the payments stipulated to be made by the said party of the second part, or any thereof, and the election of the party of the first part, his representatives or assigns, to consider the foregoing contract of sale, at an end, and prior payments forfeited, the said party of the second part, his heirs, representatives, or assigns who may have possession, or the right of possession of said premises at the time of such default, or at anytime thereafter. Shall be considered, and are hereby agreed, and declared to be in law and equity, the tenant and tenants at will of the said party of the first part, his representatives, and assigns, in a rent equal to an interest of ten per cent, per annum, on the whole amount of the purchase money above specified payable quarter yearly from the day of such default in payment of principal or interest. And after

7 such default in payments, and election to consider the above contract of sale as void. the said party of the first part, his representatives and assigns shall, and may have, and exercise all the powers, rights, and remedies, provided by law or equity to collect such rent, or to remove such tenant or tenants the same as if the relation of landlord and tenant hereby declared, were created by an original absolute lease, for that sole purpose, on a specified rent, payable quarterly, on a tenure at will, and that in such case, the said tenant or tenants shall and will pay, or cause to be paid, all taxes and assessments, ordinary and extraordinary, which may be laid or assessed on said premises, or any part thereof during the continuance of such tenancy; and will not commit or suffer any waste or damage to said premises, or the appurtenances but will keep and deliver up, on the termination of such tenancy, the said premises and appurtenances in as good order and repair (ordinary wear and decay, and unavoidable injury by the elements excepted) as they were in at the commencement of such tenancy.

In witness whereof the party of the

first part, by his said attorney, and the party
of the second part, in his proper person
have hereunto respectively, set their hands
and seals on the day, and year first above
written.

Sealed, and
delivered in }
presence of }
S. E. McMurle

Charles Butler (Seal)

by his Attys.

W. B. Ogden (Seal)

Simon S. Haven (Seal)

And although the said plaintiff has
well & truly performed & fulfilled, all & singular
the covenants and agreements in the said articles
of agreement mentioned on his part & behalf to be done
& performed, yet protesting that the said Defendant
has not performed, or fulfilled, anything in the
said articles of agreement mentioned on his part
& behalf to be done & performed, yet the said Plain-
tiff in fact says that the said Defendant has not nor
would he pay to him the said sum of seventeen
hundred Dollars one year from the date of said
articles of agreement, nor has the said Defendant
nor would he pay to the said plaintiff the said
sum of Seventeen hundred Dollars two years from
the date of said articles of agreement with interest
at the rate of Ten per cent per annum to be paid
annually on the whole sum from time to time re-
maining unpaid nor has he well & faithfully in
due season paid, or caused to be paid all taxes & assess-

ments, ordinary & extraordinary for any purpose what-
ever, on the premises mentioned in the said articles
of agreement, or the aforementioned, but so to do
has in all respects failed, neglected & refused -
Nor has the said Defendant paid to the said plain-
tiff either, or any part of the, aforesaid sums of money
but has wholly neglected & refused & still does
neglect & refuse so to do contrary to the said articles
of agreement & the said, covenants of the said Defendant
by him in that behalf as, aforesaid made to wit, at
Chicago in Cook County aforesaid - & so the said plaintiff
says that the said Defendant has not kept with
him the aforesaid, covenants so made between
them, as aforesaid but hath broken the same
and to keep the same has entirely refused & still
does refuse to the damage of the said plaintiff of
eight thousand Dollars & therefore he brings suit &c
Arnold & Ogden for
Plff.

Afterwards to wit, on the 18th day of Decem-
ber in the year last, aforesaid there was filed in
the office aforesaid, a certain Precept which is
in the words & figures following to wit.

State of Illinois }
Cook County } S.S.
Charles Butler }
vs }
Simon L. Heaven }

of the April Term
A.D. 18
Attachment

The Clerk will please issue an alias writ in the above entitled cause to Shff of York Co. Returnable at next term of said Court.

Arnold & Ogden

Plffs. Attys.

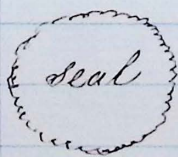
And, afterwards to wit on the 18th day of December in the year last aforesaid there issued out of the Office of the Clerk of the Court aforesaid the People's writ of attachment in this cause, directed to the Sheriff of York County, & clothed in the words & figures following to wit.

State of Illinois;
County } S.S.

The People of the State of Illinois to the Sheriff of said County Greeting;

Whereas William B. Ogden, Agent, and Attorney, in fact for Charles Butler of the State of New York hath complained in oath to Richard S. Hamilton, Clerk of the Circuit Court of York County, that Simon L. Haven of the State of New York is justly indebted to him the said Charles Butler in the sum of Four thousand Five hundred & forty seven Dollars lawful money of the United States, and the said Charles Butler having given bond, and security, according to the act in such cases made, and provided.

8
We therefore, command you, as we heretofore
commanded you, that you attach so much
of the estate, real or personal, of the said Simon
L. Haven to be found in your County, as shall
be of value sufficient to satisfy the said Debt
and costs, according to the said complaint; and
such estate so attached in your hands to se-
-cure, or so to provide that the same may be
-liable to further proceedings thereupon, ac-
-cording, to law, at a Circuit Court to be hol-
-den, at Chicago within and for the County
of Cook on the sixth Monday after the first
Monday of March next; so as to compel the said
Simon L. Haven to appear, and answer the com-
plaint of the said Charles Butler; when and
where you shall make known to the said Court
how you have executed this writ. And have
you then and there this writ.



Witness Richard J. Hamilton
Clerk of our said Court, and
the seal thereof, at Chicago this
Eighteenth day of December in
the Year of our Lord, one thou-
sand eight hundred and forty
Richard J. Hamilton
Clerk

Afterwards, and on the eighteenth day of
December in the year last aforesaid, said Sheriff
returned the said writ with the following en-
dorsement entered on the back thereof to wit,

Executed by attaching, Lots one, two & three in
Block 84, in the School Section, addition to the City
of Chicago this eighteenth day of December A.D. 1840
Steele

1 Service - 1.00

1 Mile 0.6 1/4

1 Return " 12 1/2

\$ 1.18 3/4

Ashbel Steele Sheriff of Cook Co. Ills

And afterwards to wit, on the seventh day of May
in the year of our Lord, one thousand eight hundred
and forty one, it being of the April term of said Court
for said year, an Order was made, and entered in
said Court in this cause, which is in the words & fig-
ures following to wit.

Charles Butler

vs

Simon L. Harew

Attachment

This day comes the said
Plaintiff by his attorney and it appearing to the Court that

due notice and publication has been made of the finding of this suit, and the said defendant not having appeared and plead as required by the general rule heretofore entered, at this term of this Court on motion of the said plaintiff his default for want thereof is thereupon taken, and entered of record; whereupon it is ordered that the said plaintiff recover his damages herein, but because it is unknown to the Court how much damage he hath sustained by reason of the promises, and this action being formed upon an instrument in writing, for the payment of money only it is referred to the Clerk to assess and report the same and the Clerk having assessed and reported the same to Five thousand, one hundred, and nine dollars, and forty five cents which is accepted by the Court. Thereupon it is considered by the Court that the said plaintiff recover of the said defendant the said sum of Five thousand, one hundred, and nine dollars and forty five cents his damages aforesaid in form aforesaid, assessed, and also his costs by him in this behalf expended, and that he have special execution therefor against the following, described property attached by the Sheriff under and by virtue of the alias attachment writ issued and directed to him in this cause, as appears by his return endorsed on said writ to wit. Lots one, and seven in Morris & Egan's Subdivision of Lots one, two and three in Block 84

5, 109. 45

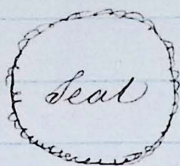
in the School Section, addition to the City of Chicago, and also, against the following, described property, attached by the Sheriff under the attachment issued therein to wit, "36 $\frac{1}{2}$ feet on the west $\frac{1}{3}$ of west side of Lot 1 Block 214, School Section, addition to Chicago, also the $\frac{19}{24}$ part undivided from Section 10, and the south half of section 3 Township 39 North range 12 east of the third principal meridian" and also special execution directed to the Sheriff of Will County, against the following, described property, attached by the said last mentioned Sheriff under and by virtue of a writ of attachment writ issued herein to wit, "The northeast quarter of section eighteen in Township number thirty four North of Range number eleven east of the third principal meridian, and the east fraction-
al half of section number fifteen in Township number thirty three north of range number ten east of the third principal meridian, and the south west quarter of section number fifteen in Township number thirty two North of range number ten east of the third principal meridian" to satisfy this judgement.

And afterwards to wit, on the 20th day of June in the year last aforesaid there issued out of the Office of the Clerk of said Court, and on the foregoing judgement, the Peoples' writ of Special Hierii Facias directed to the Sheriff of Cook County

clothed in the words and figures following, to wit:
State of Illinois }
County of Cook } ss. The People of the State
of said County, Greeting. of Illinois to the Sheriff

We command you, That of the Lands and Personal Goods and Chattels of Simon L. Haven viz: Lot one (1) and seven (7) in Morris & Egan's subdivision of Lots one, two, and three in Block (84) in the School Section, addition to the City of Chicago, also $25\frac{1}{2}$ feet on the west $\frac{1}{3}$ of west side of Lot 1 Block 24 School Section, also the $\frac{1}{24}$ part undivided from Section 10, and the South $\frac{1}{2}$ Section 3 Township 39 North Range, 12 east of the third principal meridian, Defendant in your County, you cause to be made the sum of Five thousand, one hundred, and nine Dollars, and forty five, cents which Charles Butler Plaintiff lately in the Circuit Court of said County, at a term thereof begun and held, at Chicago in said County, on the twenty sixth day of April last past, recovered against the said defendant, and which by the said Court was adjudged to the said Plaintiff for his damages, And also the further sum of Thirteen Dollars, and fifty seven $\frac{1}{4}$ cents which were adjudged to the said Plaintiff for his costs, and charges in that behalf expended, whereof the said defendant is convicted, as appears to us of Record, And have you then

Money ready to render to the said plaintiff for
his damages, and costs, aforesaid, and make
return of this writ with an en-
dorsement thereon in what manner
you shall have executed the
same, in ninety days from
the date hereof



Witness Henry G. Hubbard clerk
of our said Court, and the seal
thereof at Chicago in said Coun-
ty the 28th day of June A.D. 1841
H. Geo. Hubbard Clerk

Said Execution was afterwards returned
to the Clerk's Office, aforesaid by said Sheriff
with his return, attached showing in what
manner he executed the same, also the cer-
tificate of appraisement of the property therein
described, all of which are set forth in words
and figures following to wit;

Exec^d July 2nd at 50 m.p. 3 o'clock P.M.

Attest Sheriff

by W. H. Davis Deputy Shff

Geo. G. Grant
Charles Butler
vs
Simon L. Mearns

Special F. & S.
No 3883

We the undersigned William B. Ogden,
Nathaniel H. Bolles, J. Lowe — Householders in
the County of Cook and State of Illinois being
duly sworn by Asahel Steele Sheriff of said
County (per W. H. Davis Deputy Sheriff fairly
and impartially do value the property as de-
scribed in the above named Special Execution
having reference to its Cash Value — do hereby
certify that we have in pursuance of our said
Oath valued the said property as follows — To-
wit: Lots one (1), and seven (7) in Morris & Egan's
Subdivision of Lots one (1) two (2) and three (3)
in Block eighty four (84) in the School Section
addition to the City of Chicago for the sum of
Also $26\frac{1}{2}$ feet on the West $\frac{1}{3}$
of West Side of Lot one (1) in Block twenty four
(24) in said School Section for the sum of
Thirty Dollars — — — Also $\frac{1}{4}$ part undivided
from Section Ten (10) and the South $\frac{1}{2}$ Section
three (3) Township thirty nine (39) North Range
twelve (12) East of the Third principal Meridian
for the sum of one Dollar, and fifty Cents per
acre — — — As Witness our hands this 22nd
day of July, 1841

W. B. Ogden
N. H. Bolles } Sworn Appraisers
J. Lowe }

By value of the annexed Special Execution
I did on the twenty second day of July A.D. 1841
at the Sheriffs Office in the City of Chicago and
County of Cook between the hours of nine o'clock
in the morning, and the setting of the Sun of
the same day, after advertising and having
the same appraised, according to Law proceed
to sell, at Public Vendue the following prop-
erty as described in said writ. So Wit; Twenty
six and a half ($26\frac{1}{2}$) feet, on the West one third
 $\frac{1}{3}$ of West side of Lot one (1) in Block twenty
four (24) in the School Section, addition to
Chicago, and William B. Ogden bid therefor
the sum of Thirty Dollars which being the high-
est and best bid for the said Lot, or parcel of
land it was struck off and sold to him
by me and he became the purchaser thereof
Also the $\frac{19}{24}$ part undivided from Section
Ten (10) and the South $\frac{1}{2}$ of Section three (3)
Township thirty nine (39) North Range
twelve (12) East of third principal Meridian
and Henry Smith bid therefor the sum of
one dollar and fifty cents per acre making
Eleven hundred and forty Dollars which
being the highest, and best bid for the said
pieces, parcels, or tracts of Land they were
struck off and sold to him by me, and he
became the purchaser thereof making the

whole amount for the property so sold the sum of one thousand, one hundred, and seventy Dollars (Lots 1, and 7 in Morris & Egans' sub-division of Lots 1, 2, and 3 in Block 184, in the School Section, addition to Chicago so described in said Writ not appraised, or sold by request of Plffs' Counsel M. D. Ogden the same being incorrect as to description of said Lots) and after deducting the sum of \$13.75 Clerk's Costs &c being the amount of Fee Bill, and the further sum of \$38.56 3/4 Sheriff's and appraisers fees. I return this annexed Execution satisfied in part for the sum of \$1117.68 3/4 and all costs and charges and no more.

July 26th 1841

Ashbel Steele Sheriff C.C.
by W. H. Davis Deputy Sheriff

Returned made by sale of Real Estate, as described in the within Writ the sum of \$1170.00 sold on the 23rd day of July 1841 & after deducting \$13.75, amt of Fee Bill & \$38.56 3/4 Shffs and appraisers fees I return this by ^{the} satisfied in part for \$1117.68 3/4 & all costs and charges & no more, and said costs of Court paid to Clerk (less \$2.50 Docket fee &c \$0.68 3/4) Shffs fees, (Steele)

August 22nd 1841

A Steele Sheriff
G. G.

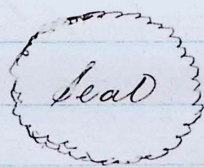
by W. H. Davis Deputy Shff

There, also issued from the Clerk's office, afore-
said, a certain other writ of *Exce* *Gracias*, on said
judgment, on the 29th day of June in said
year, directed to the Sheriff of Will County &
clothed in the words & figures following to wit,

State of Illinois }
County of Cook } *s.s.* The People of the State
of Illinois to the Sheriff of Will County
Greeting.

We command you that of the Lands
and Tenements, Goods, and Chattels of Simon
L. Harew viz. North east quarter section eight-
een, Township thirty four North of Range eleven
east of the third principal Meridian, and the
East fractional half of section fifteen, Township
thirty three North Range Ten east of the third
principal Meridian - and the south west
quarter section fifteen Township thirty two
North of Range three east of the third principal
Meridian, Defendant in your County, you
cause to be made the sum of Five thousand
one hundred and nine Dollars and forty five
cents which Charles Butler Plaintiff lately in
the Circuit Court of said County at a term
thereof begun and held at Chicago in said
County, on the twenty sixth day of April last
past, recovered against said defendant

and which by the said Court was adjudged to the said Plaintiff for his damages — And also the further sum thirteen Dollars and fifty six $\frac{1}{4}$ Cents, which were adjudged to the said Plaintiff for his costs & charges in that behalf expended whereof the said Defendant is convicted as appears to us of Record And have you these moneys ready to render to the said Plaintiff for his damages and costs aforesaid, and make return of this writ with an endorsement thereon in what manner you shall have executed the same in ninety days from the date hereof,



Witness Henry G. Hubbard
Clerk of our said Court and
the seal thereof at Chicago in
said County the 28th day of
June A.D. 1841

H. G. Hubbard Clerk

The said Sheriff afterwards returned said writ with the following endorsement thereon, and attached thereto to wit,

Received this Fifth day July 5th 1841
at one o'clock P. M.

H. D. Kishy Sheriff
of Will County

By virtue of the within Special Process. I did
on the 16th day of July A.D. 1841 Levy upon the
within described lands to wit, The North east
quarter of Section eighteen in Township thirty
four North Range Eleven East. Also the East
fractional half of section fifteen in Township
thirty three North Range Ten East, and the
South west quarter of section fifteen in Town
ship thirty two North Range Ten East all in
the third Principal Meridian Will County
and State of Illinois

H. D. Risby Sheriff
of Will County

Charles Butler
vs
Simon L. Haneu }

The undersigned, after
being duly summoned and sworn by
H. D. Risby Sheriff of Will County to ap-
praise certain lands taken by virtue of a
special Execution in the above entitled
cause, do appraise said Lands with ref-
erence to their cash value, as follows viz.

The North east quarter of Section 18 Township 34 North Range 11 East at Two Dollars and fifty cents per acre	} \$400.00
The East fractional half of Section 15 Township thirty three North Range 10 East at Two Dollars per acre	

South west quarter of Section 15 Township }
32 North Range 10 East, at three Dollars } \$ 480.00
per acre

Dated at Solist this 9th day of Aug. A.D. 1841

A. M. Bowen

Bennett Allen

J. S. Garland

Charles Butler }
vs } I, certify that I did
Simon L. Hyman } offer the two pieces or
parcels of lands for sale, at Public Vendue
which is described in the Execution which
is hereunto annexed after previously adver-
tising said lands for the space of twenty
days by putting up written Notices on three
of the most public places in said County &
I further certify that said Land was ap-
praised by three respectable householders
who were duly summoned, and sworn
by me, as the within certificate will ap-
pear. And I, did on the 10th day of August
A.D. 1841 between the hours of 9 o'clock
A.M. and the setting of the sun of the
same day sell at Public Vendue, at the
office of the Clerk of the 11th, County Circuit
Court the two first pieces or parcels of
land described in said Execution for the

Sum of Six Hundred, and Ninety Dollars, and
Sixty eight cents. I therefore returned the Ex-
ecution satisfied, after, deducted my Costs &
costs of appraisal to the amount of six hundred
and sixty ³⁵/₁₀₀ Dollars, and no more:—

And I further, certify that the South west
quarter of Section fifteen Township thirty
two North of Range 10 East of the third prin-
cipal meridian was not offered for sale by
order of M Ogden one of the Attorneys for
Plaintiff, the same not belonging to defendant

M. D. Risby Sheriff
of Will County

Sheriffs Fees.

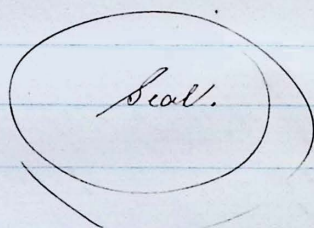
Levy Ex - - - - -	0 - 50
Advertising - - - - -	0 - 25
Sum, & swearing apprais, 0 - 75 ³ / ₄	
Percentage on sale - 22 - 26	
Appraisals fees - - - - -	6 - 00
Certificate of Sale - - - - -	0 - 25
Returning Ex. - - - - -	0 - 12 ¹ / ₂

\$ 30 - 32 ¹/₄

M. D. Risby Sheriff
of Will County

State of Illinois }
Cook County } S.S.

J. Louis D. Hoard
Clerk of the Circuit Court in and for
said County, and State do hereby certify
that the above and foregoing is a true &
perfect copy of all the papers filed and
orders made & entered of record in said
Court in the foregoing entitled cause as
well, as of the executions issued in said
judgment, and the returns of the respective
Sheriffs, attached to and endorsed on the same



In witness whereof I have
hereunto set my hand and
affixed the seal of said
Court at Chicago this 6th
day of December A.D. 1855

J. D. Hoard
Clerk.

Copy
Sheriff's Deed to William B. Ogden

Whereas. Charles Butler, did, at the April term of the Circuit Court for the County of Cook, and State of Illinois for the year 1841 recover a judgement against Simon L. Mearns for the sum of Nine Thousand One hundred, and nine ⁴⁵/₁₀₀ Dollars Damages and Costs and charges of suit, upon which judgement, a second pluris. Special writ of Fieri Facias was issued, dated the Twenty Eighth day of June 1841, directed to Ashbel Steele late Sheriff of said County of Cook to execute and by virtue of said writ the said Ashbel Steele late Sheriff, as, aforesaid levied upon the Lands hereinafter, described, and the same was struck off and sold to Henry Smith ^{for one thousand and some} ~~for~~ he being the highest ~~hundred and forty Dollars~~ and best bidder therefor, and the time and place of the sale thereof having been duly advertised, according to Law, And the said Henry Smith having duly assigned his certificate of purchase to William B. Ogden Now therefore know, all by this deed, That I - Samuel J. Lorne, Sheriff of said County of Cook in consideration of the premises, and of ~~One Thousand one hundred and forty Dollars to me in hand paid, the receipt whereof is hereby acknowledged~~ have granted, bargained, and sold, and do hereby convey, to the said William

W. B. Ogden Assignee as aforesaid, his heirs, and assigns
the following described tracts or parcels of land situate
in the County of Goose and State of Illinois, and known
as nineteen Twenty fourth parts undivided from
Section Ten (10), and the South half (1/2) of Section Three
(3) (Township Thirty Nine (39) North Range Twelve (12)
East

To have, and to hold. the said, described
premises with all the appurtenances thereto belonging
to the said William B. Ogden Assignee as aforesaid
his heirs and assigns forever.

Witness my hand, and
seal this Seventeenth day of February, A. D. 1843

Sealed & delivered

In presence of

Samuel J. Lorne Sheriff (Seal)

Goose Co. Ill.

The words "for one thousand, one hundred
and forty dollars" interlined, and the words
"And of one thousand one hundred & forty
dollars to me in hand paid the receipt
whereof is hereby acknowledged"
erased before signing.

W. H. Bushnell

State of Illinois
Goose County } S. S.

J. Henry G. Hubbard Clerk of
the Goose Circuit Court, do hereby certify that on
this Eleventh day of April A. D. 1843. personally
appeared before me Samuel J. Lorne, who acknowledged
that he executed the same as his official

Act, and deed

In witness whereof I ~~have~~^{here} unto set
my hand and seal of office the day and year
first above written.

H. G. Hubbard.
Clerk.

State of Illinois }
Cooke County } S.S.

On this 17th day of June A. D.
1843 the within Deed was filed in this office for
Record, and duly recorded in Book 16 page 206

M. B. Egan
Recorder.

Interrogatories to be administered to Jeremiah Farley of
Queens County State of New York & answers to be produced
sworn and examined under and by virtue of the annexed
Commission before N. Curtis White Esq., Atty at Law &c
residing in the City of New York and County of Queens State of
New York Commissioner therein named in a certain cause
now pending in the Court of Common Pleas
of the State of Illinois wherein Carlos Hagen and James H.
Grouer are Complainants and William B. Ogden and Charles
Butler are Defendants, on the part and behalf of the said
Complainants.

Interrogatory First

What is your name age place of residence and
occupation?

Interrogatory Second.

Did you ever reside in the State of Illinois? If so,
at what time and what place or places?

Interrogatory Third.

Are you acquainted with any of the parties to the
above named suit? If so, state when and where you became
so acquainted and the nature and extent of such acquaintance?

Interrogatory Fourth.

Have you any acquaintance or knowledge of the
following described Lands situated in the County of Cook and

State of Illinois, to wit,

Section Two (10) of Township Thirty nine (39) North
of range Twelve (12) East of the Third Principal Meridian and
the South half of Section Three (3) of the same Township and
Range? If so, state what acquaintance or knowledge you have
of the same and how long you have had such acquaintance or
knowledge.

Interrogatory Fifth.

Did you ever purchase any portion of said Lands
of Simon J. Haven formerly of Dutchess County New York, but now
a resident of the City of Buffalo, New York? If so, state what part
of the same, and at what price and at what time, and what
kind of a conveyance (if any) you received of the said Haven
therefor, and how was the same procured, whether by the said
Haven alone, or by the said Haven alone, or by the said
Haven and wife, and before whom was the same acknowledged
(if acknowledged at all) and when and where was the same
delivered to you, and what has become of such Conveyance, if any
such was made? State particularly all you know about the same.

Interrogatory Sixth.

Did you ever at any time give the said Ogden any
information of any purchase by you of any of said Lands of
the said Haven? If so, what information did you give to him,
the said Ogden on that subject, and when and where did you
give such information, if any was given?

Service of the above admitted by copy

July 13 1856.

E. B. Foster For H. B. Ogden.

"Carlos Hauer and

Isaac M. Hower

State of Illinois,

Cook County.

William B. Ogden

and Charles Butler

In Court of Common Pleas

In Equity.

Gross Interrogatories to be propounded to Jeremiah
Grosley of Canda County, State of New York, a witness
to be produced sworn and examined in the Court of
the Comptrolors in the above entitled cause,

Gross Interrogatory 1st

It is answered to the sixth interrogatory you state you
gave said Ogden any information of any purchase by you of any of
said Lands described in the fourth interrogatory, please state the time
and place when and where such information was communicated by you
to said Ogden, and whether it was communicated orally or in
writing, and what circumstances have transpired, or then exist, to
cause you to communicate such fact to said Ogden, what connection
said Ogden had with said Lands, and what reason you had
for communicating the fact of your purchase of a part of said
Lands to him? Whether such communication was made to said Ogden
by accident, or was the result of any business arrangements or
between you and said Ogden, or whether it was made during
the pendency of any negotiations between you and said Ogden in
regard to said Lands.

C. B. Hooper

Solicitor for Wm B. Ogden.

It is hereby stipulated and agreed that the foregoing

cross Interrogatories may go with the Commission herewith and
be as valid as if they had been filed on the 23^d day of July
A. D. 1856.

L. M. Grover

G. Staven."

And hereafter to wit on the eighth day of September A. D. Eighteen hundred and fifty six, there was filed in the Office of the Clerk of said Court certain Depositions in said Cause which said Depositions are in words and figures following that is to say.

The Deposition of Jeremiah Foley of
Saugerties in the County of Oneida and State of New
York a witness of lawful age, freeborn man and
examined upon his Oath at the Court on the sixth day of
August in the year of our Lord one thousand eight
hundred and fifty six at the Office of N. Curtis White in the
City of Utica, County and State aforesaid by me said
Hutchinson Commissioner duly appointed by a Decree of
the Court in Commission given out of the Clerk's
Office of the Cook County Court of Common Pleas in the
State of Illinois bearing test in the name of Walter
Kunkalo Esq. Clerk of the said Court, with the Seal
of the said Court affixed thereto and then directed as
such Commissioner for the examination of the said
Jeremiah Foley a witness in a certain Suit now pending
and undetermined in the said Court of Common Pleas
wherein Carlos Haines and Isaac M. Grover are
Plaintiffs and William D. Ayers and Charles Butler are
Defendants in behalf of the said Plaintiffs, as well upon
the Cross Interrogatories of the Defendants as on the
Interrogatories of the Plaintiffs hereto annexed, do subscribe
with said Commissioner and upon more others The said

Jeremiah Toley being first duly sworn by me as a witness in said cause, previous to the commencement of his examination, to testify to the truth as well on the part of the Plaintiffs as the Defendants, in relation to the matters in controversy between the said Plaintiffs and Defendants, so far as he should be interrogated testifies and deposes as follows.

In answer to the First Interrogatory the said witness says:
My name is Jeremiah Toley. My age is Fifty nine years. I reside in the Town of Saengerfield Oneida County State of New York, and my occupation is that of a Farmer.

In answer to the Second direct interrogatory the witness says:

I never resided in the State of Illinois.

In answer to the Third direct interrogatory the witness says:

I am acquainted with the Plaintiffs and know William B. Ogden one of the Defendants. I became acquainted with Carlos Haven in Sept. 1855 at his place of business in Chicago - Illinois, and have had some slight acquaintance with him previously at the residence of his father in Illinois.

I became acquainted with Isaac M. Spruce 11 years ago this month at Marshall in the County of Oneida in the State of New York. He was at my house on business. I first knew William B. Ogden in the year 1834 at Chicago in Illinois, having called upon him on business with reference to some

purchased. I had previously made.

In answer to the Fourth Direct Interrogatory the witness says.

I know "Section Two (10) of Township Thirty nine (39) North of range Twelve (12) East of the Third Principal Meridian and the South half of Section Three (3) of the same Township and Range." I own an undivided half of the said Real Estate which is situated in Cook County, State of Illinois.

In answer to the Fifth direct Interrogatory the witness says.

I purchased one undivided half of said property of Simon J. Haver, then of Onondaga County, New York, in the year 1836. in December, at Five dollars per acre. Said Haver gave me a Common Warranty Deed signed by himself & wife. The Deed was acknowledged before me at Waterville where he resided at Waterville in Onondaga County N. Y. & who was a Supreme Court Commissioner. The Deed was delivered to me at Waterville at the time it was acknowledged and it was executed at or about the same time, and at the time of the purchase in December aforesaid. I do not know what has become of the conveyance. It has been missing some 5 or 6 years or longer. When delivered it was filed away with my other papers and remained there as I supposed until when wanted upon some occasion within few years, it was not to be found. At this time I made a most thorough and diligent search for it

among my own papers without success and subsequently to
searched the Office of Mr. Husbands, & Mr. Carpenter, both of
whom as lawyers had done some business for me and was
not able to find it among their papers. I have searched and
examined every place where it was possible to have been
found and cannot find it. I never to my recollection have
passed it from my possession, and have no doubt it was lost
and destroyed with some other valuable papers which I used
at or about the same time by some of my small children in
my absence from home.

In answer to the Sixth Direct Interrogating the
witness says.

I gave in July 1837 to William B. Ogden information
of the purchase mentioned in the Fourth & Fifth foregoing
Interrogations and answers thereto. At this time at his office
in Chicago I stated to said Ogden that I had purchased the
said undivided half of said property of said Hann, at the
recommendation of said Hann, and that I wished to acquire of
him the value of said property, - and said Ogden gave me no
information of the value and stated to me his opinion that the
purchase was a safe one. I had other conversations with said
Ogden at or about the same time about said property and
the purchase thereof. I purchased the property without
knowing you the said and went to Chicago in the summer
of 1837 to see about it. I was recommended to said Ogden
by an old acquaintance me Mr. Black who then resided in
6

Chicago having formerly lived in Cuyahoga County, Mr. Clarke has since died.

In answer to the First Cross Interrogatory, the witness says.

I gave such information to said Ogden in the month of July, 1837 at his Office in Chicago. The information was oral and communicated in conversation with said Ogden. I had purchased the property without personal knowledge of the same and was at Chicago with a view particularly to make inquiries concerning the same as to value and situation. Having at this time held my obligation for a part of the purchase money, I was recommended by Mr. Clarke an old acquaintance then residing at Chicago formerly of Cuyahoga County, to said Ogden as being confident to give me the information, and advise me upon the subject. He said Ogden professed also to be well acquainted with the property, and these were the reasons of my communicating the said information to said Ogden, such communication was not made by accident and was not the result of any business arrangements other than those specified above and in answer to the Sixth direct Interrogatory. Such communication was not made pending any negotiations between myself and said Ogden other than those I have heretofore specified. I called upon him with a view to information, advice and counsel, relative to the value of said property.

(Signed) Jeremiah Dooley

I N. Cortes White of the City of Utica, County of Cuyahoga and State of New York, a Commissioner duly appointed

to take the Deposition of Jeremiah Forley a witness whose
name is subscribed to the foregoing Deposition do hereby
certify that previous to the commencement of the examination of
the said Jeremiah Forley as a witness in the suit pending
between the said Carlos Haven and Isaac M. Grover, plaintiffs,
and the said William B. Lyden and Charles Butler defendants;
he was duly sworn by me as such Commissioner to certify the
truth in relation to the matters in controversy between the said
Haven & Grover, plaintiffs, and the said Lyden & Butler, defendants;
so far as he should be interrogated concerning the same—
that the said Deposition was taken at my Office in the said
City of Utica in Onondaga County and State of New York on
the sixth day of August A.D. 1855; and that after such
Deposition was taken by me as aforesaid, the interrogatories and
answers thereto, as written down were read over to the said
witness; and that thereupon the same was signed and sworn
to by the said Deposed Jeremiah Forley before me as such
Commissioner at the place and on the day and year last
aforesaid.

(Signed) H. Cortis White

Commissioner.

"Commissioner's fee \$6. paid by Plaintiff

N. C. W."

And also on the fifteenth day of April A. D. eighteen hundred and fifty seven there was filed in said Court, certain other Depositions in said cause, in words and a figures following to wit,

The Depositions of Samuel Allen, Jedediah Chesbrough, Andrew Sargent and John Hazard of the County of Greene and State of New York

Witnesses of lawful age produced sworn and examined on their respective Corporal Oaths on the eighth day of April in the year of our Lord one thousand eight hundred and fifty seven at the house of Andrew Sargent in the Town of Augusta in the County of Greene and State aforesaid by me Charles A. Butler a Commissioner duly appointed by a Decree and Potestatum or Commission issued out of the Clerk's Office of the Cook County Court of Common Pleas of Cook County in the State of Illinois bearing Date in the name of Walter Thibault Esquire Clerk of the said Cook County Court of Common Pleas with the Seal of said Court affixed thereto and to me directed as such Commissioner for the examination of the said Samuel Allen, Jedediah Chesbrough, Andrew Sargent and John Hazard witnesses in a certain suit and matter in controversy now pending and undetermined in the said Cook County Court of Common Pleas wherein Charles Steven & Isaac M. Granger are Plaintiffs and William B. Agnew and Charles Butler are Defendants, in behalf of the said Defendants, on the

Interrogatories of the Defendants which were attached to Pleadings with the said Commission and upon none others. The said Samuel Allen, Gedediah Chubbrough, Andrew Sargent and John Hazard, each being first duly sworn by me as witnesses in the said cause previous to the commencement of their examination to testify the truth as well on the part of the Plaintiffs as the Defendants in relation to matters in controversy between the said Plaintiffs and Defendants so far as they should be interrogated testifies and deposes as follows.

Interrogatories propounded to the said Samuel Allen a witness produced and sworn as aforesaid on the part of the said Defendants and his Answers thereto as follows.

Interrogatory First - Do you know the parties Plaintiffs and Defendants in the title of Interrogatories mentioned, or either of which of them? and how long have you known each of them respectively?

Answer to first Interrogatory

I do not know either of the parties Plaintiffs or Defendants in the title of interrogatories mentioned.

Interrogatory Second - Where is your place of residence?

Answer to second Interrogatory

I reside in the Town of Augusta, in the County of Oneida and State of New York.

Interrogatory Third - Are you acquainted with Jeremiah Toley

If so? State where he resides at present and how long he has resided in that County?

Answer to Third Interrogatory

I am acquainted with Jeremiah Gooley and have been for about thirty years. He resides at present in Quindia County and has resided in that County the last thirty years.

Interrogatory Fourth Are you acquainted with the general reputation for truth and veracity of the said Jeremiah Gooley among his neighbours? If so, state what that reputation is, and whether from that reputation you would believe him or his oath?

Answer to Fourth Interrogatory.

I am acquainted with the general reputation for truth and veracity of the said Jeremiah Gooley. It is bad and from that reputation I would not believe him or his oath.

Interrogatory Fifth. Do you know of any other matter or thing of benefit or advantage to the Defendants in this cause? If so state it fully and particularly?

Answer to fifth Interrogatory

I do not know of any other matter or thing of benefit or advantage to the Defendants in this cause.

Charles A. Butler (Signed) Samuel Allen,
Commissioner.

Interrogatories propounded to the said Jeremiah Chesbrough a witness produced and sworn as aforesaid on the part of the said defendants and his answers thereto as follows.

Interrogatory First.

Do you know the parties Plaintiffs and Defendants in the title of interrogatories mentioned, or either and which of them? and how long have you known each of them respectively?

Answer to First Interrogatory

I do not know either of the parties, Plaintiffs or Defendants in the title of interrogatories mentioned.

Interrogatory Second

Where is your place of residence?

Answer to Second Interrogatory

I reside in the Town of Augusta, in the County of Oneida & State of New York

Interrogatory Third.

Are you acquainted with Jeremiah Hooley? If so, state where he resides at present, and how long he has resided in that County?

Answer to Third Interrogatory.

I am acquainted with Jeremiah Hooley and have been about thirty years, he resides at present in Oneida County and has resided in that County the last thirty years.

Interrogatory Fourth.

Are you acquainted with the general reputation for truth and veracity of the said Jeremiah Hooley among his neighbours? If so, state what that reputation is, and whether from that reputation you would believe him on his oath?

Answer to Fourth Interrogatory

I am acquainted with the general reputation for truth and veracity of the said Jeremiah Trolay among his neighbors. It is from that reputation I would not believe him on his oath.

Interrogatory Fifth.

Do you know of any other matter or thing of benefit or advantage to the Defendants in this cause? If so, state it fully and particularly.

Answer to Fifth Interrogatory

I do not know of any other matter or thing of benefit or advantage to the Defendants in this cause.

Charles H. Butler (signed) "A. Chubbrough"
Commissioner.

Interrogatories propounded to the said Andrew Sargent a witness produced and sworn as aforesaid on the part of the said defendants and his answers thereto as follows.

Interrogatory First.

Do you know the parties Plaintiffs and Defendants in the title of interrogatories mentioned, or either and which of them? and how long have you known them respectively?

Answer to first Interrogatory.

I do not know either of the parties Plaintiffs or Defendants in the title of interrogatories mentioned.

Interrogatory Second.

Where is your place of residence?

Answer to Second Interrogatory.

I reside in the Town of Augusta, in the Town^{County} of Oneida and State of New York.

Interrogatory Third.

Are you acquainted with Jeremiah Froley? If so, state where he resides at present and how long has he resided in that County?

Answer to Third Interrogatory.

I am acquainted with Jeremiah Froley, and have been for about ~~several~~ years. He resides at present in Oneida County and has resided in that County for the last ~~several~~ years.

Interrogatory Fourth.

Are you acquainted with the general reputation for truth and veracity of the said Jeremiah Froley among his neighbours? If so, state what that reputation is, and whether from that reputation you would believe him on his oath?

Answer to Fourth Interrogatory.

I am acquainted with the general reputation for truth and veracity of the said Jeremiah Froley among his neighbours. It is bad, and from that reputation I would not believe him on his oath.

Interrogatory Fifth.

Do you know of any other matter or thing of benefit or advantage to the Defendants in this cause? If so, state it fully and particularly?

Answer to fifth Interrogatory.

I do not know of any other Master or thing of benefit or advantage to the Defendants in this Cause.

(Signed) Andrew Sargent
Charles A. Butler - Commissioner."

Interrogatories propounded to the said John Hazard a witness produced & sworn as aforesaid on the part of the said Defendants and his Counsel were as follows.

Interrogatory First.

Do you know the parties Plaintiffs and Defendants in the title of interrogatories mentioned, or either and which of them? and how long have you known them respectively?

Answer to first Interrogatory

I do not know either of the parties Plaintiffs or Defendants in the title of interrogatories mentioned.

Interrogatory Second

Where is your place of residence?

Answer to Second Interrogatory.

I reside in the Town of Augustus, in the County of Oneida, and State of New York.

Interrogatory Third.

Are you acquainted with Jeremiah Foley? If so, state where he resides at present and how long he has resided in that County?

Answer to Third Interrogatory.

I am acquainted with Jeremiah Tobey and have been for about eighteen years - He resides at present in Oneida County, and has resided in that County the last eighteen years.

Interrogatory Fourth.

Are you acquainted with the general reputation for truth and veracity of the said Jeremiah Tobey among his Neighbours? If so, state what that reputation is, and whether from that reputation you would believe him on his oath?

Answer to Fourth Interrogatory.

I am acquainted with the general reputation for truth and veracity of the said Jeremiah Tobey among his Neighbours. It is bad and from that reputation I would not believe him on his oath.

Interrogatory Fifth.

Do you know of any other matter or thing of benefit or advantage to the Defendants in this cause? If so, state it fully and particularly.

Answer to Fifth Interrogatory.

I do not know of any other matter or thing of benefit or advantage to the Defendants in this cause.

(Signed) John Hazard

Charles A. Butler - Commissioner.

I Charles A. Butler of the County of Oneida and State of New York a Commissioner duly appointed to take the depositions of the said Samuel Allen, Geddieah Clebrough, Amos Langston

and John Maynard witnesses whose names are subscribed to the foregoing depositions do hereby certify that previous to the commencement of the examination of the said Samuel Allen, Dedrick Chubbrough, Charles Sargent and John Maynard as witnesses in the suit between the said Charles Hannum & Isaac M. Grover, Plaintiffs, and the said William B. Ayden & Charles Butler, Defendants, they were each and every duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said Charles Hannum & Isaac M. Grover, Plaintiffs, and the said William B. Ayden & Charles Butler, defendants, so far as they should be interrogated concerning the said; that the said Depositions were taken at the house of Charles Sargent in the Town of Augusta in the County of Oneida in the State of New York on the Eighth day of April A. D. 1854; and that after said depositions were taken by me as aforesaid the interrogatories & answers thereto as written down were read over to the said witnesses and that thereupon the said were signed and sworn to by the said Deponents (each for himself) Samuel Allen, Dedrick Chubbrough, Charles Sargent and John Maynard before me, the oath being administered by me as such Commissioner at the place and on the day and year last aforesaid.

I do further certify that Edward Stark, James Perry and Amos Allen in said commission named as witnesses in said suit & matter in controversy between the said Charles Hannum and Isaac M. Grover, Plaintiffs, and the said William B. Ayden & Charles Butler Defendants did not appear before me as such witnesses.

Charles A. Butler Commissioner."

The Depositions of Charles L. Bacon,
Erasmus H. Walter, Julius Sanders and Seth Bais of the
County of Oneida & State of New York, witnesses of lawful age
produced, sworn and examined on their Corporate Oaths on the
13th day of July, between the hours of 8 A.M. and 9 A.M.
in the year of our Lord one thousand eight hundred and fifty
seven at the Office of G. H. Church Esq. a Justice of the
Peace in and for said County of Oneida and Commissioner duly
appointed by virtue of a Decree of the Court of Common
Pleas in the State of Illinois bearing date in the name of
Walter Whibalo Esq. Clerk of the said Court with the Seal
of said Court affixed thereto, and to me directed as such Justice
of the Peace or Commissioner, for the examination of the said
above named Witnesses in a certain suit and matter of
controversy now pending in Chancery in the Court of Common
Pleas aforesaid wherein Charles Hower and Isaac M.
Grove are Plaintiffs and William B. Ogden & Charles Butler are
Defendants in behalf of the said Charles Hower & Isaac M. Grove
Plaintiffs, upon the Interrogatories of the said Plaintiffs which
were attached to and witnessed with said Commission and upon
none others, there being no Cross Interrogatories of the said
Defendants attached to or witnessed with the said Commission

Interrogatories propounded to the said Charles
L. Bacon, witness produced and duly sworn by me

previous to the commencement of his examination to testify the truth
the whole truth and nothing but the truth in relation to the
matters in controversy between the said Plaintiffs and the said
Defendants so far as he should be interrogated and his answers
thereto are as follows:

Interrogatory First

What is your name age and occupation?

Answer to first Interrogatory

My name is Charles L. Boon. My age is Forty five.
I am a Manufacturer.

Int: 2^d In what County and State do you reside?

Answer to 2^d Int:

I reside in the County of Oneida, in the State of New York.

Int: 3 Are you acquainted with Jeremiah Folsy of the
County of Oneida and State of New York? If so, state how
long have you been acquainted with him, and the distance
you have resided from him during such acquaintance

Answer to 3^d Int:

I am acquainted with him, and have been for the
last Thirty years or more. Since a year ago last April I
have lived within two miles of him - for fifteen years previous
thereto I lived within four miles of him - and the most
of the remaining portion of the time I have lived not to exceed
Six miles from him.

Int: 4th Do you know the general reputation of the said Jeremiah
Folsy, among his Neighbors, for truth and veracity - if so,
state what that reputation is, and also state whether from
that reputation you would believe him or oath?

Answer to the fourth Interrogatory

I do know his general reputation among his neighbors for truth and veracity - it is good - from that reputation I would believe him on oath

Subscribed and sworn before Charles C. Bacon."
me July 13th 1854/ }

L. H. Church

Justice of the Peace
"Commissioner"

Interrogatory propounded to the said Crastus A. Walter inquires procured and duly sworn by me - previous to the commencement of his examination to testify the truth, the whole truth and nothing but the truth in relation to the matter in controversy between the said Plaintiffs and the said Defendants so far as he should be interrogated, and his answers thereto are as follows:

Int: First What is your name, age and occupation?

Answer to first Int:

My name is Crastus A. Walter. My age is Sixty two, my occupation a farmer.

Int: 2nd On what County and State do you reside?

Answer to Int: 2nd

I reside in the County of Oneida and State of New York.

Int: 3rd Are you acquainted with Jeremiah Folley of the County of Oneida and State of New York? If so, state

how long have you been acquainted with him and the
distance you have resided from him during such acquaintance.

Answer to Ques: 3rd

I am acquainted with him and have lived for Twenty
years or more - Since a year ago last April I have
lived within two miles of him for seven years previous to
that - I lived within four miles of him and the rest of
the remaining portion of the time I have lived not less
eight miles from him.

Ques: 4th Do you know the general reputation of the said
Jeremiah Foley, among his neighbors for truth & veracity -
If so, state what that reputation is, and also state whether
from that reputation you would believe him on his oath?

Answer to Ques: 4th

I do know his general reputation, among his neighbors
for truth and veracity - it is good - from that reputation
I would believe him on his oath.

Subscribed and sworn before

me July 13: 1854 . . . Justice H. Walter.

H. H. Church

Justice of the Peace

Commissioner.

Interrogatories propounded to the said Julius Cander
witness produced and duly sworn by me previous to
the commencement of his examination to testify the
truth, the whole truth and nothing but the truth
in relation to the matter in controversy between the
said Plaintiffs and the said Defendants so far as
he should be interrogated, and his answers thereto
are as follows.

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

Answer to Int: 1st

My name is Julius Cander My age is fifty seven
years. My occupation a Merchant.

Int: 2^d In what County and State do you reside?

Answer to Int: 2^d

I reside in the County of Oneida and State of New
York,

Int: 3rd Are you acquainted with Jeremiah Doby of the County
of Oneida and State of New York? If so, state how long
have you been acquainted with him and the distance you
have resided from him during such acquaintance?

Answer to Int: 3rd

I am acquainted with him - and have been for the
last Twenty years - for four years I lived within one and
a half miles from him - the balance of the Twenty years I
have lived within five miles of him.

Int: 4th Do you know the general reputation of the said

Jeremiah Forby among his neighbors for truth and veracity.
If so, state what that reputation is, and also state whether
from that reputation you would believe him on oath?

Answer to Int: 4th

I do know his general reputation among his neighbors
for truth and veracity - it is good - from that reputation
I would believe him on oath.

Subscribed and sworn to Julius Gaudet.
before me July 13: 1884;

L. H. Church

Justice of the Peace
and Commissioner.

Interrogatories propounded to the said John
Bass - witness produced and duly sworn by me prior
to the commencement of his examination to testify the
truth, the whole truth and nothing but the truth in
relation to the matter in controversy between the said
Plaintiffs and the said Defendants, so far as he
should be interrogated, and his answers thereto are as
follows.

Int: First

What is your name age and occupation?

Answer to first Int:

My name is John Bass - My age is sixty years My
occupation a Farmer.

Int: 2^d

In what County and State do you reside?

Answer to Ques: 2nd

Ans: 3rd

I reside in the County of Oneida State of New York
Are you acquainted with Jeremiah Foley of the
County of Oneida & State of New York, If so, state how long
have you been acquainted with him - and the distance you
have resided from him during such acquaintance?

Answer to Ques: 3rd

I am acquainted with him and have been for more
than thirty years - For ten or fifteen years of the time I
have lived within one and a half miles of him - the balance
of the time I have lived within three miles of him

Ques: 4th

Do you know the general reputation of the said
Jeremiah Foley, among his neighbors for truth & veracity - if
so, state what that reputation is - and also state whether
from that reputation you would believe him on his oath?

Answer to Ques: 4th

I do know his general reputation among his neighbors
for truth and veracity - it is good - from that reputation
I would believe him on oath.

Subscribed and sworn before John Baff^r

me July 13: 1854 . . . }

H. H. Church

Justice of the Peace

& Commissioner

The Depositions of Lewis Spencer, Horner Chubb,
Zerk C. Trud, Amos Allen, Robert Young, James Allen,
Leonard Holmes, John Von Swell and Ephial B. Barton
of the County of Oneida and State of New York witnesses of
lawful age, produced, sworn and examined on their Capital
Oaths on the 16th day of July between the hours of 8 A.M.
and 9 P.M. in the year of our Lord one thousand eight
hundred and fifty seven at the Town of St. Lawrence at
Oustary Falls in said County before me G. M. Church a
Justice of the Peace in and for said County and Commissioner
duly appointed by virtue of a Recessus Potestatis or Commission
issued out of the Clerk's Office of Cook County Court of Common
Pleas in the State of Illinois, bearing date in the name of
Walter Kimball Esq. Clerk of the said Court with the Seal
of said Court affixed thereto, and to me directed as such a
Justice of the Peace or Commissioner for the examination of
the said above named Witnesses in a certain suit and matter
of controversy now pending in Chancery in the Cook County Court
of Common Pleas aforesaid wherein Charles Haven & Isaac M.
Grover are Plaintiffs and William B. Ayden & Charles Butler
are Defendants in behalf of the said Charles Haven & Isaac
M. Grover, Plaintiffs, upon the Interrogatories of the said
Plaintiffs, which were attached to and inclosed with said
commission and upon none others there being no cross interrogatories
of the said Defendants attached to or inclosed with the said
commission.

Interrogatories propounded to the said Lucius Spencer which produced and duly sworn by me & previous to the commencement of his examination to testify the truth, the whole truth and nothing but the truth in relation to the matter in controversy between the said Plaintiffs and the said Defendants, so far as he should be interrogated, and his answers thereto are as follows.

Ans: First,

What is your name, age and occupation?

Answer to first Ans:

My name is Lucius Spencer. My age is Fifty years. my occupation a Farmer.

Ans: 2^d In what County and State do you reside?

Answer to second Ans:

I reside in the Town of Madison, County of Madison immediately adjoining Oneida County, and within a half a mile of the line of Oneida County in the State of New York.

Ans: 3^d Are you acquainted with Jeremiah Poley of the County of Oneida and State of New York, if so, state how long have you been acquainted with him, and the distance you have resided from him during such acquaintance?

Answer to Ans: 3^d

I am acquainted with him and have lived for the last ten or fifteen years. I have lived within three miles of him during such acquaintance.

Ans: 11th

Do you know the general reputation of the said Jeremiah Tooley among his neighbours for truth and veracity? If so, state what that reputation is, and also state whether from that reputation you would believe him on oath?

Answer to Ans: 11th

I do know his general reputation among his neighbours for truth and veracity - it is good - from that reputation I would believe on oath

Subscribed and sworn to (Signed) Lucius Spencer "
before me July 16. 1854

M. H. Church

Justice of the Peace
& Commissioner."

Interrogatories propounded to the said Horace Tucker, witness produced and duly sworn by me & previous to the commencement of his examination, to testify the truth, the whole truth and nothing but the truth in relation to the matter in controversy between the said Plaintiffs and the said Defendants, so far as he should be interrogated, and his answers thereto are as follows

Ans: First - What is your name age and occupation?

Answer to First Ans:

My name is Horace Tucker. My age is Forty eight years - My occupation a Carpenter and Joiner

Ans: 2^d On what County and State do you reside?

Answer to Ans: 2nd

I reside in the County of Oneida State of New York.

Ans: 3^d Are you acquainted with Jeremiah Toley of the County of Oneida and State of New York? If so, state how long have you been acquainted with him, and the distance you have resided from him during such acquaintance?

Answer to Ans: 3^d

I am acquainted with him and have lived for the last three and a half years for eight years I lived within one mile of him - the remaining portion of the time I have lived within two miles of him.

Ans: 1st Do you know the general reputation of the said Jeremiah Toley, among his neighbors for truth & veracity? If so, state what that reputation is, and also state whether from that reputation you would believe him or not?

Answer to Ans: 1st

I do know his general reputation among his neighbors for truth and veracity - it is good - from that reputation I would believe him or not.

Subscribed and sworn } (Signed) Thomas Tucker.
before me Aug 11. 1854 }

L. H. Church

Justice of the Peace
"Commissioner"

Interrogatories propounded to the said ^{Yerkes} ~~York~~
A. Todd - answers propounded and duly sworn by me
previous to the commencement of his examination to testify
the truth, the whole truth and nothing but the truth
in relation to the matter in controversy, between the said
Plaintiffs and the said Defendants, so far as he should
be interrogated, and his answers thereto are as follows.

Ques: First - What is your name - age and occupation?

Answer to first Ques:

My name is ~~York~~ A. Todd. My age is thirty eight years,
my occupation a Manufacturer.

Ques 2. In what County and State do you reside?

Answer to Ques: 2^d

I reside in the County of Oneida and State of New York.

Ques: 3. Are you acquainted with Jeremiah Forbes of the County
of Oneida and State of New York - if so, state how long have
you been acquainted with him, and the distance you have
resided from him during such acquaintance.

Answer to Ques: 3.

I am acquainted with him - and have been for eight
years. For seven years I have lived about a half of a mile
from him. For the last year and a quarter I have lived
between five and six miles from him.

Ques: 4. Do you know the general reputation of the said ^{Jeremiah} ~~York~~
Forbes among his neighbors for truth and veracity? If so
state what that reputation is, and also state whether from that
reputation you would believe him or not?

Answer to Ques: 4th

I do know his general reputation among his neighbors for truth and veracity - it is good - from that reputation I would believe him on oath.

Subscribed and sworn } (Signed) "Zerah. H. Todd."
before me July 16, 1854 }

L. H. Church

Justice of the Peace

& Commissioner.

Interrogatories propounded to the said Amos Allen, sworn produced and duly sworn by me previous to the commencement of his examination to testify the truth, the whole truth and nothing but the truth in relation to the matter in controversy between the said Plaintiff and the said Defendants so far as he should be interrogated, and his answers thereto are as follows.

Ques: First. What is your name, age and occupation?

Answer to Ques: First.

My name is Amos Allen. My age is Fifty two years.

My occupation is Farmer.

Ques: 2^d In what County and State do you reside?

Answer to Ques: 2^d

I reside in the County of Oneida & State of New York.

Ans: 3^d

Are you acquainted with Jeremiah Fooley of the County of Oneida and State of New York, if so, state how long have you been acquainted with him, and the distance you have resided from him during such acquaintance?

Answer to Ans: 3.

I am acquainted with Jeremiah Fooley of said County and have been for the last twenty five years. Fifteen years I lived within two miles of him, the balance of the time I have lived within five miles of him.

Ans: 4. Do you know the general reputation of the said Jeremiah Fooley among his neighbors for truth and veracity? If so, state what that reputation is, & also state whether from that reputation you would believe him on oath.

Answer to Ans: 4th

I do know his general reputation, among his neighbors for truth & veracity - it is good - from that reputation I would believe him on oath.

Subscribed and sworn to } (Signed) James Allen:
before me July 16, 1884 }

M. H. Church

Judge of the Peace

& Commissioner.

Interrogatories propounded to the said Robert Young
witnesses produced and duly sworn by me previous
to the commencement of his examination to testify the
truth, the whole truth and nothing but the truth

in relation to the matter in controversy between the
said Plaintiffs and the said Defendants, so far as he
should be interrogated; and his Answers thereto are
as follows.

Ans: First. What is your name, age and occupation?

Answer to first Ans:

My name is Robert Young - my age is sixty one years
my occupation a Farmer.

Ans: 2d In what County and State do you reside?

Answer to 2d Ans

I reside in the County of Oneida State of New York.

Ans: 3d Are you acquainted with Jeremiah Froby of the County
of Oneida and State of New; if so, state how long have you
been acquainted with him, and the distance you have resided
from him during such acquaintance?

Answer to 3d Ans:

I am acquainted with him and have been for the
last fourteen years, for Twelve years I lived within one
and a half miles of him - for the last year and a half
I have lived within five miles of him.

Ans: 4th Do you know the general reputation of the said
Jeremiah Froby among his neighbors for truth and veracity
If so, state what that reputation is, and also state whether
from that reputation you would believe him or not?

Answer to Ans: 4th.

I do know his general reputation among his neighbors for
truth and veracity - it is good - from that reputation I

would believe him on oath.

Subscribed and sworn } (Signed) Robert Young,
before me July 16. 1854 }

J. H. Church

Justice of the Peace

& Commissioner.

Interrogatories propounded to the said James Allen
witness produced by duty, sworn by me previous to the
commencement of his examination to testify the truth, the
whole truth and nothing but the truth in relation
to the matter in controversy between the said Plaintiffs
and the said Defendants, so far as he should be
interrogated; and his answers thereto are as follows:

Int: First. What is your name, age and occupation?

Answer to first Int:

My name is James Allen. My age is fifty years,
my occupation a farmer.

Int: 2^d In what county and State do you reside?

Answer to 2^d Int:

I reside in the County of Oneida & State of New York.

Int: 3^d Are you acquainted with Jeremiah Forbes of the County
of Oneida and State of New York. If so, state how long
have you been acquainted with him, and the distance you
have lived from him during such acquaintance?

Answer to 3^d Int:

I am acquainted with him and have lived for the

last fourteen years - for twelve and a half years I lived within one and a half miles of him for the balance of the time I have lived within five miles of him

Qut: 11. Do you know the general reputation of the said Jeremiah Torrey among his neighbors for truth and veracity? If so, state what that reputation is, and also state whether from that reputation you would believe him on oath?

Answer to Qut: 11.

I do know his general reputation among his neighbors for truth and veracity - it is good - from that reputation I would believe him on oath.

Subscribed and sworn to } (Signed) James Allen?
before me July 16: 1884 }

G. H. Church

Justice of the Peace

Compromised?

Interrogatories propounded to the said Leonard Holmes witness produced and duly sworn by me previous to the commencement of his examination to testify the truth the whole truth and nothing but the truth in relation to the matter in controversy between the said Plaintiffs and the said Defendants so far as he should be interrogated, and his answers thereto are as follows

Ans: First. What is your name age and occupation?

Answer to first Ques:

My name is Leonard Holmes. My age is fifty six years. My occupation a Farmer.

Ques: 2^d

In what County and State do you reside?

Answer to Ques: 2^d

I reside in the County of Oneida & State of New York.

Ques: 3^d

Are you acquainted with Jeremiah Forby of the County of Oneida and State of New York, if so, state how long have you been acquainted with him, and the distance you have resided from him during such acquaintance?

Answer to 3^d Ques:

I am acquainted with him and have been for the last sixteen years. I lived for fourteen years within one mile of him, for the balance of the time I have lived within six miles of him.

Ques: 4th

Do you know the general reputation of the said Jeremiah Forby among his neighbors for truth and veracity? If so, state what that reputation is, and also whether from that reputation you would believe him on oath?

Answer to 4th Ques:

I do know his general reputation among his neighbors for truth and veracity - it is good - from that reputation I would believe him on oath.

Subscribed and sworn to (Signed) Leonard Holmes.
before me July 16; 1884

L. H. Church

Justice of the Peace

"Commissioner"

Interrogatories propounded to the said John Von Swell witness produced and duly sworn by me previous to the commencement of his examination to testify the truth, the whole truth and nothing but the truth in relation to the matter in controversy between the said Plaintiffs and the said Defendants so far as he should be interrogated; and his answers thereto are as follows.

Ans: 1st - What is your name age and occupation?

Answer to 1st Ans:

My name is John Von Swell. My age is fifty two years. My occupation is Farmer.

Ans: 2d - In what County and State do you reside?

Answer to 2d Ans:

I reside in the County of Oneida & State of New York.

Ans: 3d - Are you acquainted with Jeremiah Grier of the County of Oneida & State of New York? If so, how long have you been acquainted with him and the distance you have resided from him during such acquaintance?

Answer to 3d Ans:

I am acquainted with him and have been for the last Twenty years. For eighteen years I lived within two miles of him. For the balance of the time I have had not to exceed seven miles from him.

Ans: 4th - Do you know the general reputation of the said Jeremiah

Verley among his neighbors for truth and veracity? If so, state what that reputation is, and also whether from that reputation you would believe him on oath?

Answer to 4th Ques:

I do know his general reputation, among his neighbors, for truth and veracity - it is good - from that reputation I would believe him on oath.

Subscribed and sworn } (Signed) John Van Swoll.
before me July 16, 1887.

G. H. Church

Justice of the Peace

Commissioner

Interrogatories propounded to the said Eliphaz B. Barton witness produced and duly sworn by me previous to the commencement of his examination to testify the truth the whole truth and nothing but the truth in relation to the matter in controversy between the said Plaintiffs and the said Defendants in so far as he should be so interrogated; and his answers thereto are as follows:

Ques: First. What is your name, age and occupation?

Answer to first Ques:

My name is Eliphaz B. Barton. My age is Forty two years. My occupation a Farmer.

Ques: 2d In what County and State do you reside?

Answer to 2d Ques:

I reside in the County of Oneida & State of New York.

Ans: 3^d Are you acquainted with Jeremiah Fooks of the County of Onondaga and State of New York, If so, state how long you have been acquainted with him, and the distance you have resided from him during such acquaintance?

Answer to 3^d Ques:

I am acquainted with him and have been for the last Fifty years - for Twenty five years I lived not to exceed two and a half miles from him - for twenty three years I have lived within four miles of him, the balance of the time I have resided within two miles of him.

Ques 4. Do you know the general reputation of the said Jeremiah Fooks among his Neighbors for truth and veracity? If so, state what that reputation is, and also whether from that reputation you would believe him or not?

Answer to 4th Ques:

I do know his general reputation among his Neighbors for truth and veracity - it is good - from that reputation I would believe him or not.

Subscribed and sworn, (signed) Euphraz B. Barton,
before me Aug. 16. 1854

H. H. Church

Justice of the Peace

Onondaga County

The Depositions of Horace H. Eastman,
Alviseo S. Newberry, Chauncey Buel, David S. Barton, Isaac
D. Town, Nathaniel Putnam, John Howe, & Lorenzo Reese of
the County of Oneida and State of New York, witnesses of lawful
age produced before and examined on their Corporate Oaths
on the Twenty first day of July between the hours of 8 A.M.
and 9 P.M. in the year of our Lord one thousand eight
hundred and fifty seven at the Office of G. H. Church Esq. a
Justice of the Peace in and for the County of Oneida and
State of New York and Commissioner duly appointed by
virtue of a Recessus Potestatis or Commission issued out of
the Clerk's Office of the Cook County Court of Common Pleas
in the State of Illinois bearing date in the name of Walter
Kinabold Esq. Clerk of the said Court with the Seal of said
Court affixed thereto, and to me directed as such Justice of the
Peace or Commissioner for the examination of the said
witnesses in a certain suit and matter of controversy now
pending in Chancery in the said County Court of Common
Pleas aforesaid wherein Charles Hanna and Isaac M. Grover
are Plaintiffs and William R. Legare and Charles Butler are
Defendants in behalf of the said Charles Hanna & Isaac M. Grover
upon the Interrogatories of the said Plaintiffs which were attached
to and inclosed with said Commission, and upon now others
there being no Cross Interrogatories of the said Defendants attached
to or inclosed with the said Commission.

Interrogatories propounded to the said Horace
H. Eastman, witness produced and duly sworn by me
previous to the ^{Commencement of the} Examination, to testify the truth, the whole

truth, and nothing but the truth in relation to the matters
in controversy between the said Plaintiffs and the said
Defendants so far as he should be interrogated; and his
answers thereto are as follows.

Interrogatory First. What is your name age and occupation?

Answer to first Ques:

My name is Horace H. Eastman. My age is fifty years.
My occupation is farmer.

Ques 2d In what County and State do you reside?

Answer to 2d Ques:

I reside in the County of Oneida & State of New York.

Ques 3d Are you acquainted with Jeremiah Foley of the County
of Oneida & State of New York, if so, state how long have you
been acquainted with him, and the distance you have resided
from him during such acquaintance?

Answer to 3d Ques:

I am acquainted with him, and have lived for Foley
years - for about Twenty years & lived within one and a half
miles of him - the balance of the time I have lived within
five miles of him.

Ques 4th Do you know the general reputation of the said Jeremiah
Foley among his neighbors for truth and veracity? If so,
state what that reputation is, and also state whether from that
reputation you would believe him on oath?

Answer to Ques 4th

I do know his general reputation among his neighbors

for truth and veracity - it is good - from that reputation I would believe him on oath.

Subscribed and sworn } (signed) Horace H. Eastman?
before me July 21. 1887;

L. H. Church

Justice of the Peace
& Commissioner.

Interrogatories propounded to the said
Amos S. Mearns witness produced and duly sworn
by me previous to the commencement of his examination
to testify the truth, the whole truth and nothing but the
truth in relation to the matter in controversy between the
said Plaintiffs and the said Defendants so far as he
should be interrogated and his answers thereto are as
follows.

Inter. First.

What is your name, age and occupation?

Answer to first Inter.

My name is Amasa S. Mearns. My age is fifty four
years. My occupation a Farmer.

Inter. 2^d In what County and State do you reside?

Answer to 2^d Inter.

I reside in the County of Oneida & State of New York

Inter. 3^d Are you acquainted with Jeremiah Folsom of the County
of Oneida and State of New York, if so, state how long have
you been acquainted with him, and the distance you have
resided from him during such acquaintance?

Answer to Q^y 33

I am acquainted with him, and have been for twenty
years, for the first three years I lived within a half of
a mile of him for the balance of the time I have lived within
three miles of him.

Q^y 4th Do you know the general reputation of the said Jeremiah
Foley, among his neighbors, for truth and veracity? If so,
state what that reputation is, and also state whether from
that reputation you would believe him on oath?

Answer to Q^y 4th

I do know his general reputation among his neighbors for
truth and veracity - it is good - from that reputation I would
believe him on oath.

Subscribed and sworn (Signed) Thomas S. Newberry,
before me July 21, 1854

G. H. Church

Justice of the Peace

of Commerce.

Interrogatories propounded to the said Chaney
Bull answers produced and duly sworn by me sworn
to the Commissioner of his examination to testify the truth
the whole truth and nothing but the truth in relation to
the matter in controversy between the said Plaintiffs
and the said Defendants so far as he should be
interrogated; and his answers thereto are as follows.

Interrogatories propounded to the said David L. Barton witness produced and duly sworn by, in previous to the commencement of his examination to testify the truth, the whole truth, and nothing but the truth, in relation to the matter in controversy between the said Plaintiffs and the said Defendants so far as he should be interrogated and his answers thereto are as follows.

Ans: First

What is your name age and occupation?

Answer to first Ans:

My name is David L. Barton My age is Fifty nine years, My occupation a Farmer.

Ans: 2^d In what County and State do you reside?

Answer to 2^d Ans:

I reside in the County of Oneida & State of New York.

Ans 3^d Are you acquainted with Jeremiah Peck, of the County of Oneida and State of New York, if so, state how long have you been acquainted with him and the distance you have resided from him during such acquaintance

Answer to 3^d Ans:

I am acquainted with him and have been for the last fifty years. I lived for twenty five years within one and a half miles of him for fifteen years I lived within five miles of him the balance of the time I lived within four miles of him

Ans: 4th Do you know the general reputation of the said Jeremiah Peck among his neighbors for truth and veracity? If so, state what that reputation is, and also state whether from that

reputation you would believe him on oath?

Answer to 4th Q^uest.

I do know his general reputation among his neighbors for truth and veracity - it is good. From that reputation I would believe him on oath.

Subscribed and sworn }
before me July 21. 1854 }

(Signed) David G. Barton,

J. H. Church

Clerk of the Peace & Commissioner,

Interrogatories propounded to the said Horace D. Finner, witness produced and duly sworn by me previous to the commencement of his examination to testify the truth, the whole truth and nothing but the truth in relation to the matter in controversy between the said Plaintiffs and the said Defendants so far as he should be interrogated, and his answers thereto are as follows.

Q^uest. 1st. What is your name age and occupation?

Answer to 1st Q^uest.

My name is Horace D. Finner. My age is fifty three years.
My occupation a Gentleman.

Q^uest. 2^d. In what County and State do you reside?

Answer to 2^d Q^uest.

I reside in the County of Oneida and State of New York.

Q^uest. 3^d. Are you acquainted with Jeremiah Forbes of Oneida County and State of New York? If so, state how long you have been acquainted with him and the distance you have resided from

him during such acquaintance?

Answer to 3^d Q^uest:

I am acquainted with him and have been for the last forty years. For fifteen years I lived within two and a half miles of him. Four years I lived within one and a half miles from him. The balance of the time I lived within five miles of him.

Q^uest 4th Do you know the general reputation of the said Jeremiah Taylor among his neighbors for truth and veracity? If so, state what that reputation is, and also state whether from that reputation you would believe him or not?

Answer to 4th Q^uest:

I do know his general reputation among his neighbors for truth and veracity and, - it is good - and from that reputation I would believe him on his oath.

Subscribed and sworn } (Signed) J. H. Church
before me July 21: 1854 }

J. H. Church

Justice of the Peace & Commissioner."

Interrogator's proposition to the said Nathaniel Putnam, witness produced and duly sworn by me previous to the commencement of his examination to testify the truth, the whole truth and nothing but the truth, in relation to the matter in controversy between the said Plaintiffs and the said Defendants so far as he should be interrogated: and his answers thereto are as follows:

Interrogatory First.

What is your name, age and occupation?

Answer to first Int:

My name is Nathaniel Putnam My age is seventy one years. My occupation a Farmer.

Int 2^d In what County and State do you reside?

Answer to 2^d Int:

I reside in the County of Oneida and State of ~~New York~~ ^{New York}.

Int 3^d Are you acquainted with Jeremiah Folsky of the County of Oneida and State of New York? if so, state how long how you have acquainted with him, and the distance you have resided from him during such acquaintance.

Answer to Int 3^d

I am acquainted with him, and have been for the last fifty years - for two years I lived within one and a half miles of him, for the balance of the time I have lived within five miles of him.

Int 4th Do you know the general reputation of the said Jeremiah Folsky among his neighbors for truth and veracity? If so, state what that reputation is, and also state whether from that reputation you would believe him on oath?

Answer to 4th Int:

I do know his general reputation among his neighbors for truth and veracity - it is good. From that reputation I would believe him on oath.

Subscribed and sworn } (signed) Nathl Putnam
before me July 21. 1854 }

L. H. Church Justice of the Peace & Commissioner

Interrogatories propounded to the said John Haven
witness produced and duly sworn for and previous to
the Commencement of his Examination to testify the truth
the whole truth and nothing but the truth in relation
to the matter in controversy between the said Plaintiffs
and the said Defendants so far as he should be so
interrogated, and his answers thereto are as follows.

Ques: 1st. What is your name, age and occupation?

Answer to 1st Ques:

My name is John Haven. My age is Sixty eight years.
My occupation a farmer.

Ques: 2^d In what County and State do you reside?

Answer to 2^d Ques:

I reside in the County of Oneida State of New York.

Ques: 3^d Are you acquainted with Jeremiah Folsy of the County
of Oneida State of New York, if so, state how long have you
been acquainted with him, and the distance you have resided
from him during such acquaintance?

Answer to 3^d Ques.

I am acquainted with him and have known for the last thirty
years. For four years I lived within one and a half miles of
him. the balance of the time I have lived within five miles of him.

Ques: 4th Do you know the general reputation of the said Jeremiah
Folsy among his Neighbors for truth and veracity? If so,
state what that reputation is, and also state whether from that
reputation you would believe him or not?

Answer to Q¹

I do know his general reputation among his Neighbors for truth and veracity - it is good - from that reputation I would believe him on oath.

Subscribed and sworn } (Signed) John Hauen?
before me July 21: 1857/5

L. H. Church

Justice of the Peace & Commissioner.

Interrogatories propounded to the said George Rouse and duly sworn by me previous to the commencement of his examination to testify the truth the whole truth and nothing but the truth in relation to the matter in controversy between the said plaintiffs and the said Defendants, so far as he should be interrogated and his answers thereto as follows, to wit.

Ans: First. What is your name age and occupation?

Answer to first Q¹:

My name is George Rouse, my age is fifty three years
my occupation a Farmer.

Ans² In what County and State do you reside?

Answer to 2nd Q¹:

I reside in the County of Oneida and State of New York

Ans³ Are you acquainted with Jeremiah Folsky of the County of Oneida and State of New York, If so, state how long have you been acquainted with him and the distance you have resided from him during such acquaintance?

Answer to 3^d Ques:

I am acquainted with him and have been for the last thirty years - for ten years I lived within three miles of him the balance of the time I lived within seven miles of him.

Ques 4.

Do you know the general reputation of the said Jeremiah Tooley among his Neighbours for truth and veracity? If so, state what that reputation is, and also state whether from that reputation, you would believe him on oath?

Answer to 4th Ques

I do know his general reputation among his Neighbours for truth and veracity - it is good - from that reputation I would believe him on oath.

Subscribed and sworn } (Signed) George Rouse,
before me July 21: 1854 }

L. H. Church

Justice of the Peace & Commissioner.

I L. H. Church of the County of Oneida and State of New York a Justice of the Peace of said County and a Commissioner duly appointed by virtue of the annexed Commission to take the Depositions of Charles B. Bacon, Erasmus H. Waller, Julius Canuel, Seth Bap. Lucius Spencer, Horace Barker, Frank A. Todd

Amos Allen, Robert Young, James Allen, Leonard Holmes, John Van Swoll, Ephraim B. Barton, Horace H. Eastman, Amos F. Mearns, Chauncey Buell, David S. Barton, Horace D. Fowler, Nathaniel Putnam, John H. Haver and George Rouse, witnesses whose names are subscribed to the foregoing Depositions do hereby Certify that previous to the commencement of the examination of the said above named Witnesses in the suit between the said Carlos Haver and Isaac M. Grover, Plaintiffs, and the said William B. Ogden and Charles Butler & they were respectively duly sworn by me, as such Justice of the Peace and Commissioner to testify the truth, the whole truth and nothing but the truth in relation to the matter in controversy between the said Carlos Haver and Isaac M. Grover, Plaintiffs, and the said William B. Ogden and Charles Butler, Defendants, so far as they should be interrogated concerning the same; that the said Depositions of the said ~~Charles Haver~~, Erasmus A. Walter, Lucius Candee, and Seth Hays were taken at my Office in the Village of Waterville, in the County of Oneida and State of New York on the 13th day of July 1854; that the said Depositions of the said Lucius Spencer, Henry Tucker, Zerah A. Foster, Amos Allen, Robert Young, James Allen, Leonard Holmes, John Van Swoll, and Ephraim B. Barton were taken at the house of Andrew Sargent in the Village of Oriskany Falls in the County of Oneida and State of New York on the 16th day of July

Met on the eighth day of April A. D. Eighteen hundred
and fifty seven there was filed in the Office of the Clerk of said
Court, certain other Depositions in said cause: These last
mentioned Depositions are in the words and figures following to-wit

The Deposition of Sister Barker of the County
of Oneida and State of New York a witness of lawful age previous
sworn and examined upon his Corporal Oath on the twenty seventh
day of March in the year of our Lord one thousand eight hundred
and fifty seven at the house of the said Sister Barker in the
Town of Kirkland in the County of Oneida and State of said
by me Charles A. Butler a Commissioner duly appointed by a
Declaratory Testament or Commission issued out of the Clerk's Office
of the Court of Common Pleas of Cook County in the State of
Illinois bearing Teste in the name of Walter Kirkland Esq. Clerk
of the said Court of Common Pleas of Cook County with the Seal of
said Court affixed thereto and here directed as such Commissioner
for the Examination of the said Sister Barker a witness in a
certain suit and matter in controversy now pending and undetermined
in the said Court of Common Pleas wherein Charles Hann and
Isaac M. Grover are Plaintiffs and William B. Ogden and Charles
Butler are Defendants in behalf of the said Defendants on the
interrogatories of the Defendants which were attached to or enclosed
with the said Commission and upon none others - The said Sister
Barker being first duly sworn by me as a witness in the said
cause previous to the Examination Commencement of the examination
to testify the truth as well on the part of the Plaintiffs as the
Defendants in relation to the matters in controversy between the said

Plaintiffs and the said Defendants so far as he should be ~~a~~
interrogated, testified and deposed as follows.

Interrogatory 1st.

Do you know the parties Plaintiffs and Defendants in the
title of interrogatories mentioned, or either and which of them and
how long have you known them respectively?

Answer to 1st Interrogatory

I do not know either of the parties Plaintiffs or Defendants
in the title of interrogatories mentioned.

Interrogatory 2nd

Where is your place of residence?

Answer to 2nd Interrogatory

I reside in the Town of Westland, County of Oneida of
State of New York.

Interrogatory 3rd

Are you acquainted with Jeremiah Foley? If so, state
where he resides at present and how long he has resided there
in that County?

Answer to 3rd Interrogatory.

I am acquainted with Jeremiah Foley and have been for
at least thirty years, he resides at present in the County of
Oneida and has resided in that County the last thirty years.

Interrogatory 4th

Are you acquainted with the general reputation of the said
Jeremiah Foley among his neighbors? If so, state what that
reputation is & state also whether from your knowledge of him

general reputation, whether you would believe him on his oath?
Answer to 1st Interrogatory.

I am acquainted with his general reputation among his
neighbours. It is bad. I would not believe him on his oath
Interrogatory 5th

Do you know of any other matter or thing of benefit or
advantage to the Defendants in this cause? If so, state it fully
and particularly?

Answer to 5th Interrogatory.

I do not know of any other matter or thing of benefit or
advantage to the Defendants in this cause.

(signed) Foster Barber.

I Charles A. Butler of the County of Oneida and
State of New York a Commissioner duly appointed to take the
Deposition of the said ~~Witness~~ whose name
is subscribed to the foregoing Deposition. I hereby Certify
that previous to the Commencement of the Examination of
the said Foster Barber as a witness in the Suit between
the said Carlos Hansen and Isaac W. Grover, Plaintiffs
and the said William W. Legden and Charles Butler
Defendants; he was duly sworn by me as such a
Commissioner to testify the truth in relation to the
matters in Controversy between the said Carlos Hansen
and Isaac W. Grover, Plaintiffs, and the said ~~and~~

William B. Ogden and Charles Butler, Defendants, so far as he should be interrogated concerning the same; that the said Deposition was taken at the house of the said Lester Barker in the Town of Kirkland in the County of Oneida and State of New York on the twenty seventh day of March in the year of our Lord one thousand eight hundred and fifty seven; and that after said Deposition was taken by me as aforesaid the interrogatories and answers thereto written down, were read over to the said defendants and that thereupon the same was signed and sworn to by the said Dependent Lester Barker before me, the oath being administered by me as such Commissioner at the place and on the day and year last aforesaid.

Charles F. Butler

Commissioner.

Interrogatories to be administered to Simon J. Haven of
the City of Buffalo County of Erie and State of New York,
a witness to be produced sworn and examined under and
by virtue of the Unsubscribed Commission before Thomas C.
Heleah Esqre City at Law &c residing in the City of
Buffalo and County of Erie and State of New York
Commissioner therein named in a certain cause now pending
in the Cook County Court of Common Pleas of the State of
Illinois, wherein Charles Adams and Isaac M. Gould are
Complainants and William B. Ryan and Charles Butler are
Defendants on behalf of the said Complainants.

Interrogatory First.

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

Interrogatory Second.

Did you ever reside in the State of Illinois? If so, at
what time and at what place or places?

Interrogatory Third.

Are you acquainted with any of the parties to the above
named suit? If so, state where and where you became so
acquainted, and the nature and extent of such acquaintance.

Interrogatory Fourth.

Have you any acquaintance or knowledge of the following
described Land situated in the County of Cook and State of Illinois
to wit: Section Two (11) of Township Thirty nine, North of

range Twelve East of the Third principal Meridian and the
South half of Section Three of the same Township and Range;
If so, state what acquaintance or knowledge you have of the
same, and how long you have had such acquaintance or knowledge;
Interrogatory Fifth.

Did you ever purchase said Lands of the United States?
If so, state when and at what price, and when you got the Patents
for the same, and from whom you got them, and at what place?
Interrogatory Sixth.

Did you ever sell ~~any portion of said Lands~~ to Jeremiah
Toley of the County of ~~Lancaster~~ ~~and State of New York~~? If so,
state what part of the same, and at what price and at what time,
and what Conveyance (if any) you made to said Toley therefor, and
what was the kind of Conveyance, or Warranty Deed or otherwise.
Was such Deed (if any) executed by yourself alone, or by yourself &
wife, and before whom was the same acknowledged (forfeited
or also) and when was the same returned to the said Toley?
Interrogatory Seventh.

On the 10th day of June 1836 the said Simon Z. Haven who about the year
1836 purchased of Charles Butler through his Agent the said William
B. Ogden, lots five (5) and six (6) in Block Seventeen (17)
in Kings Addition to the City of Chicago in Cook County and
State of Illinois, and against whom an Attachment suit was
afterwards brought for the nonpayment of a part of the purchase
money thereof in the Circuit Court of Cook County aforesaid, in the
name of said Butler as Plaintiff?

Interrogatory Eighth.

What had the said Ogden paid to you in regard to

name of said Bullock as Plaintiff?

Interrogatory Eighth.

What had the said Agent said to you in regard to waiting on you for the payment of said purchase money, the last time that matter was mentioned by you him to you before said attachment suit was commenced?

Interrogatory Ninth.

How much of the purchase money of said Lots, had you paid to the said Agent before the commencement of said attachment suit?

Interrogatory Tenth.

What part of the Section Ten aforesaid, and the said South half of said Section Three did you own at the time of the commencement of said attachment suit?

Interrogatory Eleventh.

To what other person or persons have the said Jeremiah Torley had you, previous to said attachment suit, any of said Section Ten and said South half of said Section Three, and what part to each person and when?

Interrogatory Twelfth.

Have you any knowledge of what at the time said attachment was commenced the said Agent has received any information that you have previously sold and conveyed to the said Jeremiah Torley, the undivided half of said Section Ten and the South half of said Section Three or any part of said Lands? If so, state particularly what you know in regard to this matter?

Interrogatory Thirteenth.

Did you yourself ever at any time give the said Agent any information of any sale of any of said Lands by you made to said Torley? If so, what information did you give to him on that subject, and when did you give him such information?

Interrogatory Fourteenth.

Did you ever make with the said Ogden, acting as the Agent of the said Butler, any Settlement of said Attachment Suit or any of the matters in said Suit involved? If so, at what time and place was such Settlement made and what were the terms of the same? State particularly in relation to all these matters and what you did in pursuance of said Settlement;

Interrogatory Fifteenth

Did the said Ogden at the time of said Settlement or afterwards make any conveyance by deed of Record or otherwise to you of that part of said Section Three and one half of said Section Three, which was owned by you at the time of the Commencement of said attachment? If so what was the consideration of said Deed, for what reason and purpose was the same made?

Interrogatory Sixteenth

Did the said Ogden at the time of such Settlement or previous thereto, make any statement to you (in any conversation he had with you) in regard to the effect and force or validity of said attachment suit? If so, what statement did he so make and when did he make the same?

Interrogatory Seventeenth.

Did the said Ogden before said Settlement make any propositions to you thereof? If so, when and how did he make such propositions, and what did you understand those propositions to mean and import.

Interrogatory Eighteenth

Did the said Ogden ever give you a Bond to release to you an undivided one hundred thirty acres of said Section Ten

and South half of said Section Three. If so, at what time &
when was said Bond given? Was it before or after the Settlement,
Interrogatory Nineteenth.

Did the said Agent ever request you to assist him in
getting up a Mortgage given by the said Torrey to one Elizabeth
C. Smith in the undivided half of said Section Two and South
half of Three? If so, how was said request made, and at
what time, was it before or after said Settlement of the attachment
suit, and what object did the said Agent express in getting you
to assist him, in getting up said Mortgage?

Service of the above by copy admitted.

July 12: 1886.

W. H. Hooper

Sub. for the B. Agent."

Charles Haven and } State of Illinois }
Isaac M. Grover } Cook County . . } ss.

In Court of Common Pleas.

William B. Agan }
and Charles Butler }
In Equity.

Cross Interrogatories to be propounded to Simon J. Haven as witness to be produced & sworn & examined in the part of the Complainant in the above entitled cause.

Cross Interrogatory First,

If in answer to the 12th Interrogatory you state at the time said Attachment was commenced the said Agan has received any information that you have previously sold and conveyed to the said Jeremiah Foley the undivided half of said Section 10 and the South half of said Section 11, or any part of said Lands will you please state when and where such information was received such information, and whether it was communicated to you orally or in writing, or what connection said Agan has with said Lands, or what circumstances have transpired or there existed to make it necessary or proper that such information should be communicated to said Agan?

Cross Interrogatory Second.

If in answer to the 13th Interrogatory you state that you at any time ever gave the said Agan any information of any sale of any of said Lands to said Foley, will you state when and

where and how such information was communicated to him, whether orally or in writing, and what circumstances had transpired or then existed to make it necessary or proper that such information should be communicated to said Ogden, what connection said Ogden had with said lands, and whether said communication was made to him accidentally, or whether it was the result of any business or arrangements between you and said Ogden, or whether it was communicated to him pending any negotiations in regard to said lands, or what reason you ~~had~~ ^{have} for communicating anything to him in regard to said State to said Ogden?

Cross Interrogatory 2nd

In relation to the Settlement referred to in your answers to the fourth, 13th, 16th & 17th Interrogatories will you state who first proposed such Settlement whether you did not fully acquiesce in it, whether said Ogden did not fully comply with the terms of the Bond executed by him to you at the time of said Settlement whether you did not by your endorsement on said Bond dated October 31st 1845 certify that all the stipulations of said Bond had been complied with whether the written correspondence between you and said Ogden does not fully explain the said Settlement.

E. R. Harper

Sub for Wm B. Ogden.

"It is hereby stipulated and agreed that the above and foregoing Cross Interrogatories may go with the Commission herewith and be as valid as if filed before the 23rd July 1856.

J. M. Groves
C. Haven

And on the Eighth day of September A. D. Eighteen hundred and fifty six there was filed in the Office of the Clerk of said Court, certain other Depositions in said cause; Which last mentioned Depositions are in words and figures as follows to wit:

The Deposition of Simon J. Haven of the City of Buffalo in the County of Erie and State of New York a witness of lawful age produced sworn and examined upon his corporal oath on the eighth day of August in the year of our Lord one thousand eight hundred and fifty six, at the Office of Thomas C. Welch in the said City of Buffalo County of Erie and State of New York, by me Thomas C. Welch a Commissioner duly appointed by a Recurring Statute or Commission issued out of the Court County Court of Common Pleas (in and for the County of Cook in the State of Illinois) bearing test in the Name of Walter Whitcomb Esquire, Clerk of the said Court, with the Seal of said Court affixed thereto, and to me directed as such Commissioner for the examination of said Simon J. Haven, concerning certain suit of matter in controversy now pending & undetermined in said County, wherein Charles Haven & Isaac M. Grover are Complainants and William B. Ogden and Charles Butler are Defendants in behalf of the said Complainants, as well upon the Cross Interrogatories of the Defendants as on the Interrogatories of the Complainants which were delivered to me with said Commission and upon none others.

The said Simon J. Haven 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 Complainants as the Defendants in relation to the matters in controversy between the said Complainants and the said Defendants so far as he should be interrogated testified and deposed as follows

In answer to the first Direct Interrogatory the said witness saith.

My name is James J. Hume I am of the age of Sixty one years and upwards I reside in the City of Buffalo, County of Erie & State of New York I am a Physician and Surgeon.

In answer to the second Direct Interrogatory the said witness saith.

I did reside in the State of Illinois I moved into that State in the year 1835 & resided in Will County, in that State until the fall of that year, or the Winter of that year, I then moved into the City of Chicago & remained there with my family until the latter part of June or the forepart of July in the year 1836 I then moved my family into the County of Lewis in the State of New York. I have been occasionally in Illinois since but have not permanently resided there since.

In answer to the third Direct Interrogatory the witness saith.

I am acquainted with the parties to the above named

suit. I have known the Complainant Charles Haven from his
Infancy. I have seen him occasionally for the last 20 years.

I first became acquainted with the Complainant Isaac M.
Horne within a few days last past & my acquaintance with
him is but slight. I became acquainted with the Defendant
William B. Ayers after I moved to Chicago as above stated. I
have seen him occasionally since, but not within the last few
years. I first saw Charles Butler the other Defendant in the
City of New York in the fall of the year 1836 & I think I
have seen him but once since.

In answer to the Fourth Direct Interrogatory the
said witness saith:

I am acquainted with the Lands mentioned in the Fourth
Direct Interrogatory. I went across and over the whole of
said premises in the Spring of the year 1836. That was
my first knowledge of said premises or any part thereof.

In answer to the Fifth Direct Interrogatory the
said witness saith:

I purchased the whole of said premises of the United
States. I think I made said purchase in May 1836.
The price was One dollar & twenty five Cents per acre & I
paid that price for said premises. The Patents for said Lands
first came into my possession in the year 1842 or 1843
but I cannot give the precise date. I don't know when I
found the Patents. I found them somewhere in Cook County,
Illinois. They were left for record at the Records Office

in said book bounty by myself or by some friend at my request. The last time I got possession of them I obtained them at William B. Ogden's Office in Chicago, and I have had possession of them ever since. He obtained possession of them without my consent.

In answer to the Sixth Direct Interrogatory, the said witness said:

I did sell an ~~equal~~ ~~undivided~~ ~~one~~ half part of the whole of said premises to ~~Samuel Butler~~ of the County of Oneida and State of New York. I sold to him at the price of Six dollars per acre. The aggregate amount of his purchase was Twenty eight hundred eighty dollars. I made said sale in December 1836. I gave him a Warranty Deed in the usual form, said Deed was ~~signed~~ ~~and~~ acknowledged by both my Wife and myself. I do not now recollect before whom the said Deed was acknowledged. I have no recollection about the delivery of said Deed. I presume I have no doubt it was delivered some after it was executed.

In answer to the Seventh Direct Interrogatory the said witness said:

I am the same Simon J. Hawes who in the Spring of the year 1836 purchased of Charles Butler through William B. Ogden, his Agent, two Lots in King's Addition to said City of Chicago & against whom the said mentioned

in said 1st direct Interrogatory was brought, but I cannot state
and do not recollect the number of either of said Lots

In answer to the 8th direct Interrogatory the said
Witness saith:

According to my best recollection said Lyden paid to me
that I must go on and do as well as I could ever make
out the payments and in the mean time pay the Lots if I
could do so, while I was making out the payments, in order
to enable me to make out the payments.

In answer to the 9th Direct Interrogatory the said
Witness saith:

I paid John hundred dollars down, at the time of
such purchase, I afterwards paid him dollars upon account of
a loan upon said premises - That is all.

In answer to the 10th Direct Interrogatory the said
Witness saith:

At the time said attachment suit was commenced I
owned an undivided one hundred and sixty acres part of said
Section Ten & South half of Section Three & that was all.

In answer to the Eleventh Direct Interrogatory the said
Witness saith.

I conveyed to Silas Meacham of Illinois an undivided
Two hundred acres part of said Section Ten & South half of said
Section Three. I can't tell when I conveyed to him. At night

have been two years more or less, after I sold to Fooley, as above
stated. I also sold an undivided one hundred and twenty
acres thereof to Ogden Holmes. I can't say when I gave him
the Deed therefor, I think, but am not positive, that it was
before I sold to Meacham. It was before the commencement
of said attachment suits.

In answer to the 13th Direct Interrogatory the said
Witness said:

I don't know that said Ogden Holmes prior to the com-
mencement of said Attachment suit received any information
that I had previously made said Sale to said Fooley.

In answer to the 13th Direct Interrogatory the said
Witness said:

I did inform said William H. Ogden of the Sale I
made to said Fooley as above stated. I gave him that in-
formation by his request by letter I wrote said letter sent
it to him by Mail. In that letter I informed him of all the
particulars & facts in relation to the said Sale. I think it was
near the commencement of this suit the year 1841 that I sent
said Ogden that letter.

In answer to the 14th Direct Interrogatory, the said
Witness said:

A public said attachment suit & the demand for the

recovery of which it was instituted, in full. I made paid a
Settlement in Union in the State of New York on the 22^d day
of September 1841. The terms of said settlement were; that
I was to, and did relinquish the sixteen hundred and nine
dollars, which I have paid as above stated by me. I also
assigned a Mortgage against Jeremiah Froley for, I think
\$290⁰⁰ & some interest. This mortgage was of and upon the
Land I sold him as I have stated above. I also conveyed to
Cedew, as Butlers Agent, Lots One & Seven of Lots 2, 3 & 4 in
Block 811 Chicago (School Section) Also 26 1/2 feet of West side
of Lot One, Block 911 of School Section Chicago. That is the
entire of what I paid and it was to satisfy the Attachment
put in full as I understood it that is all I did in pursuance
of said settlement, I took a discharge in the Bond given by me
and upon which said attachment suit was brought, but I did
not then know that said attachment suit had been prosecuted
to execution. That settlement was made with the said William
B. Cedew acting as Agent for said Bond. I mean also to be
understood that by the terms of said settlement I not only relinquished
said sixteen hundred and nine dollars but also my interest in said
two lots in said Chicago's Addition. I took said discharge of said
Bond on said 22^d day of September 1841. By the terms of said
Settlement my interest in said Section One & South half of Section
Three were to be released from the effect of said attachment, &
said discharge of said Bond was endorsed on the Bond itself:
By my interest in said Section 10 & South half of said Section
Three, I mean the undivided 160 acres part thereof which I
still own as stated above.

In answer to the 15th District Interrogatory the said
Things said.

Said Ogden ultimately and sometime in the year 1845
sent me a quit claim Deed of said 160 acres undivided part
of said section Two & said South half of Section Three being
the same part thereof which was owned by me at the time of
the commencement of said attachment suit. The consideration of
said Deed was that at the time of the Settlement mentioned by
me in answer to the 11th District Interrogatory, it was agreed
and was part of the terms of said Settlement that said 160 acres
undivided, was to be released from the effect of said attachment
and that a sufficient instrument for that purpose, should be given
me for that purpose subsequent to said Settlement & provided
said Ogden with funds & appointed him my agent to lay taxes
on said 160 acres. He suffered the same to be paid for taxes &
perfect title in himself, and afterwards retained this fact
& required of him that he should give me a Deed thereof. He
delayed sending me the Deed for sometime & I from time to time
reminded him of it, until he finally sent it to me as above
mentioned in 1845. There were no other considerations for said
Quit Claim Deed & the above were the only reasons for his
giving it to me and shows the purpose thereof.

In answer to the 16th District Interrogatory the
said Things said:

Before the making of the Settlement mentioned by me in

answer to said 11th interrogatory said William B. Ogden informed me in conversation that he had attached all the Lands which he found by Records of Conveyances had been conveyed to me in this and Cook Counties & which he did not find by the Records had been conveyed to others by me. He asked who really owned them and stated to me that the effect of said attachment was that it operated as a lien upon all of said Lands, whether the same had in fact been conveyed by me to third persons or not, in all cases where my grantee had not procured my Deeds to them to be recorded prior to the issuing of said attachment and that the lien of said attachment was paramount and superior to the title of such of my grantees as had not procured their Deeds to be recorded when said attachment issued. The above is the substance of what he claimed to me to be the effect of said Attachment. I cannot state precisely what he stated to me but it was in the course of the negotiations which resulted in said settlement.

An answer to the 12th Interrogatory the said witness said.

Said Ogden did not make any proposition made propositions to me for a settlement of said attachment suit. He made a different proposition to me to which I refused to assent. They were generally made by letter. I do not know recollect of any verbal proposition for such settlement made by him to me in person except at the time of the settlement at Union. He made propositions to my brother. The import of the propositions to me by letter will be paid from the letters themselves which I now here produce to the Commissioners before whom I am examined.

and which are marked by him as Exhibits A, B, C, and D, and endorsed
by said Commissioner and myself as Exhibits. I say also that
I never accepted any proposition mentioned in said letters as the
same is stated therein. I presume I wrote to Mr Ogden that I
would accept his proposition to relinquish to me the undivided 160
Acres Part of Section Two and South Half of Section 3, but
I never in any manner accepted his proposition that he should
use the attachment put on the property I had conveyed
& which I understood to be the property of the State of 11th
December 1844 marked on the map as above
mentioned. I believe these letters contain all the propositions which
he made to me by letter. I have always been ready to state for
my own justification and do state under oath that the charge
made by Mr Ogden against me on the 23rd (last) page of said
letter of December 11, 1844 in relation to the Northern Lands and
moneys received on account of the State thereof was and is wholly
 untrue & Mr Ogden after I received said letter admitted to me
that he was mistaken in what he stated in said letter in re-
lation thereto.

In answer to the 15th Direct Interrogatory the said
Victims Faith:

On the line of the Settlement between Ogden himself, offered
to say in answer to the 15th direct Interrogatory, he gave me,
in addition to the discharge of my liability upon the Note wherein
said attachment put was brought, a short instrument, which

contained I should pay not more than four or five lines, signed by him to the effect that he released to me from the effect of said attachment my undivided 160 acres part of said Section Two & South half of Section Three. This release was the instrument which is stated in my answer to said 15th Interrogatory he agreed to give me at that time. Subsequently and in 1845 said Ogden gave me another agreement or obligation that he would within 40 days thereafter give me a Deed of said undivided 160 acres, which would effectively protect me against all his acts. This last agreement was subsequent to the time he had as I before stated suffered the Lands to be sold for taxes. He put in the Deed within the 40 days specified in said last mentioned agreement or obligation and it gave him an acknowledged deed that he had done so. The Deed which as I mentioned in answer to said 15th Interrogatory he refused to give to me was the Deed provided for by the agreement to furnish it within 40 days. I had after he suffered said Lands to be sold for taxes, applied to him for said Deed (he being then having been got into himself) but he refused to give it to me until after I finally got him to agree to do so within 40 days.

In answer to the 19th Deed Interrogatory the said witness said:

Said Ogden did request me to assist him in getting up the Mortgage given by said Tooly to said Hephiah C. Smith on the undivided half of Section Two and South half of Section Three. He is requested from after the Settlement was made at

Which. He repeated that request during several years & we have several conversations on the subject. It was kept up until the last interview I had with Mr Ogden. At one of these interviews he authorized me to pay \$200⁰⁰ to get up the Mortgage. I understood his object was to get rid of that Mortgage, so that the Mortgage for \$290⁰⁰ which I assigned to him as mentioned in my answer to the 11th direct Interrogatory should not be subject to said Smith Mortgage. He intended to make interest the \$290⁰⁰ Mortgage. He intended to make interest the \$290⁰⁰ Mortgage. He intended to make interest the \$290⁰⁰ Mortgage.

In answer to the First Cross Interrogatory the said Smith's Parish.

I did not state in answer to said 12th Direct Interrogatory that said Ogden had provided any information that I had previously told and conveyed to said Ogden.

In answer to the Second Cross Interrogatory the said Smith's Parish:

My answer to said 13th Interrogatory states as fully as I can state where, where and how such information was communicated to Ogden. The Commission said Ogden had with said Lands was through what he claimed to be the effect of the attachment suit. Said communication was not made accidentally but at his request by letter as I stated before. It resulted from the fact that he had attached the Lands & did

not know who they belonged to. It was communicated to him
after the commencement of the attachment suit & I think the first information I had of its commencement & my
reason for communicating it to him was that he asked me if it
concerned the Land he had attached.

In answer to the Third Cross Interrogatory he said
The settlement may have been first proposed by my Brother,
but I cannot say positively. Mr Agans made propositions for
the settlement, but now that I fully agreed to the settlement
provisions made was the result of negotiations. I cannot tell from
whom any proposition for a settlement first emanated. I fully re-
acquiesced in the settlement finally made as I understood it to be
but I never acquiesced in any of Mr Agans propositions anteriorly.

At the time of the settlement as I have already mentioned, Agans
gave me the instrument of it or a true copy in my answer to
the 18th direct Interrogatory, and if that instrument effectually re-
leased my undivided share in the said land I sold & sold
half of Section Three, I sold the same in the name of the
settlement, but Agans at the time of the settlement agreed to act
as my Agent in taking care of said land and I received money
from me to pay taxes thereon, and in suffering said Land to be
sold for taxes and getting the title into himself he violated his
agreement with me. I found that instead of paying taxes on said
the acts as my Agent, he was paying taxes on it as Land
owned by himself - this led me to insist upon his giving me the
Quit claim Deed, which, (as before stated) I subsequently re-
ceived, and which was given to me in pursuance of his

agreement to do so within 40 days, and which agreement to do so, within 40 days is the instrument referred to in the 3^d Cross Interrogatory as Bond on which is my endorsement dated October 31st 1845, the conditions of which he did, as stated in my endorsement thereupon perform. But that Bond or instrument on which is the endorsement dated October 31st 1845 was not part of the Settlement at Utica & had nothing to do with it,

"I am, Sir, Yrs. &c. H. H. H.,"

Exhibit

✓ Chicago. 11th Dec. 1846.

Dr. S. Y. Haven.

Dr. Sir. I have written of what has been done to me respecting your debt to Mr. Butler for which certain property is attached hoping to settle the matter &c. and I have looked into the matter with B. & Collins to whom I said that I would refer to you as follows, to wit,

That I would take from you an assignment of Forleys Mortgage without recourse to you, a deed from you of the 26th feet of west side of Lot 1. B. 21st & a deed of Lots 117 in Block 84 - also in School Section - and what I could realize from the Attachment fund. I release you altogether from your liability for the two Lots. Mr. Butler taking the Lots back which however are at present of little value - Now are your 3 Lots in S. Section all worth \$100.

I make this proposition on Condition that Forleys Mortgage

to Smith is no piece or is paid or on the conditions stated in your letter that Tobey owes Smith but \$. and that the Mortgage is fraudulent, and that Smith will so state on oath when necessary & in writing now. Your remarks in your letters that he so stated the fact to be to you.

The result of the attachment sent will be if caused to convert this property to the payment of your debt due Mr Butler & still leaves a large balance due from you, but if you please to convey at once that to which you have title, I will agree to have recourse to you no further than to perfect the title in the property attached in no certainly but enclosing the suit to the end but without any further personal responsibilities on your part.

I repeat that if this was the only transaction between us I might be disposed more favorably, but I have been so freely in other bargains with you & you are bound to feel that you can't complain at my asking a good price for what is due to me on this, and thus in your settlement with Tobey, the money you have received of him on account of the Montpelier lands for mine and others accounts, is applied to your own account. Surely under all these circumstances you can't but think my proposition to release you for what I already have recovered from Tobey's bond & Mortgage to be not only, is very liberal and favorable to you.

By the bye, if you should accept my proposition is Tobey's personal responsibility anything.

I should be glad to receive your reply about this before as I may go East after that, and if any arrangement to be made with you, might take place in my way, instead of a more Southern

route.

Very truly yours

W. B. Ogden "

Endorsed as follows.

"Cook County Common Pleas."

Charles Hawes & George M. Grover

att

Exhibit A.

William B. Ogden & Charles Butler

"Procured & marked by the members of the amended
Commission at Buffalo,

Amos J. Hawes."

"Exhibit B."

Chicago 31st Dec 1841.

✓
"Doct: A. J. Hawes

Dr. Sir, Your favor of the 13th inst: written
before the receipt of mine to you of the 11th inst: came to
hand this morning. I refer you to my letter of the
11th for particulars as to my proposition to settle with you

Your brother is mistaken in understanding me to say
that our bargains were all at one time. I stated to him
precisely what I write to you. He is also mistaken in
the list of property attached as appears on the list is as follows
Wile County. E. 1/2 of 15. 33 N. 10. E.

S. 1/4 of 15. " " " "

N. E. 1/4 in 15 34 " " "

Book County

19/24th of Sec 10. & 1/2 of Sec 3 S. 39 T. 12. E.
Sublots 1 & 4 of Lots 2, 3 & 4 in Block 84 School Sec Chicago
26 1/2 ft off West line of Lot 1. B 211

The above comprises the property attached - and in addition to the inquiries and information asked for in my letter of the 11th - I want to know how it is that the title of each of the foregoing tracts and lots appears in your & encumbrances if it be otherwise.

There are two lots in this County entered in your Name, or a title made to you to them in some way.

Do you not own the Sublots 1 & 4 in 2, 3 & 4 in 84 in S. S.

Please give me the particulars in relation to each tract in your reply. Should you desire to close with my offer you may convey to me all your interest in 19/24th of lot 10 & 1/2 of the S 1/2 of

Please reply particularly as to my responsibility as to the origin & present situation of the waterway to Smith's

And am very truly

Enclosed

Book County, Illinois

Charles H. Hays & Archibut B.

agents

William D. Ogden & Charles Butler

Produce and market as our Exhibit upon execution of the annual Commission at Buffalo, New York August 8, 1856.

Thos. C. Welch. Commissioner

Simon. H. Hays

I Thomas C. Welch of the City of Buffalo, County of Erie State of New York a Commissioner duly appointed to take the Deposition of Simon Hoffman a witness whose name is subscribed to the foregoing Deposition Do hereby certify that previous to the Commencement of the Examination of the said Simon H. Hoffman as a witness in the suit between the said Carlo Haven and Oscar M. Grover Complainants and the said William B. Ryckman and Charles Butler Defendants, He was duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said Carlo Haven and Oscar M. Grover Complainants and the said William B. Ryckman and Charles Butler Defendants, so far as he should be informed by the said sworn - that the said Deposition was taken at my office in the City of Buffalo in the County of Erie and State of New York on the eighth day of August A. D. 1886 and that after said Deposition was taken by me as aforesaid, the interrogatories and answers thereto as written down were read over to said witness, and that thereupon the same was signed and sworn to by said Defendant Simon H. Hoffman before me, the oath being administered by me the said Commissioner as such Commissioner at the place and on the day and year last aforesaid.

The Exhibits referred to in said Deposition are also hereto annexed.

Th. C. Welch,

Commissioner.

And on the Eighth day of April A.D. Eighteen hundred and fifty seven there was filed in the Office of the Clerk of said Court, certain other Depositions in said cause; Which last mentioned Depositions are in words and figures as follows to wit,

The Depositions of Jesse Thomson and Nelson Rish of the County of Oneida and State of New York witnesses of lawful age, freeborn, sober and examined on their respective Corporal Oaths on the Twenty fourth day of March in the year of our Lord one thousand eight hundred and fifty seven at the Office of Charles C. Butler Commissioner in the City of Albany in the County of Oneida and State aforesaid by one Charles C. Butler a Commissioner duly appointed by a Decree of the Court of Common Pleas of Cook County in the State of Illinois bearing Date in the name of Walter Hubbard Esq: Clerk of the said Court of Common Pleas, with the Seal of said Court upon them, and here directed as such Commissioner for the purpose of taking the said Jesse Thomson and Nelson Rish witnesses in and out of Court in controversy now pending and in progress in the said Court of Common Pleas wherein Charles H. Hovey and Charles H. Hovey and Thomas B. Ogden and Charles Butler are the Defendants in behalf of the said Defendants on the interrogatories of the Defendants, which were attached to and inclosed with the said Commission & upon none others.

The said Jesse Thomson and Nelson Rish being first duly sworn by me as witnesses in the said cause previous to the commencement of their examination to testify the truth, as well

on the part of the Plaintiffs as the Defendants in relation to the
matters in controversy between the said Plaintiffs and Defendants so
far as they should be interrogated, testified and deposed as follows:

Interrogatories propounded to the said Jesse Thompson
a witness produced and sworn as aforesaid on the part of
the said Defendants and his answers thereto as follows:

Interrogatory 1st

Do you know the contents of the said Interrogatory in the
title of Interrogatories mentioned in which of them and
how long have you known them respectively?

Answer to 1st Interrogatory.

I do not know either of the parties Plaintiffs or Defendants
in the title of interrogatories mentioned.

Interrogatory 2nd

Where is your place of residence?

Answer to 2nd Interrogatory.

I reside at the City of Utica, in the County of Oneida
and State of New York.

Interrogatory 3rd

Are you acquainted with Jeremiah Foley? If so,
state where he resides at present, & how long he has resided
there in that County?

Answer to 3rd Interrogatory.

I am acquainted with Jeremiah Foley & have been

for fifteen years and over - He resides at present in Onondaga County and has resided in that County the last 15 or twenty years.

Interrogatory 4th

Are you acquainted with the general reputation of the said Jeremiah Dooley among his Neighbors? If so, state what that reputation is and also whether you would from his reputation believe him or not?

Answer to 4th Interrogatory

I am acquainted with his general reputation among his Neighbors - it is bad - and from that reputation I would not believe him or not.

Interrogatory 5th

Do you know of any other matter or thing of benefit or advantage to the Defendants in this case? If so, state it fully and particularly?

Answer to 5th Interrogatory.

I do not know of any other matter or thing of benefit or advantage to the Defendants in this case.

"None."

Interrogatories presented to the said Nelson Roth as witness produced and sworn as aforesaid on the part of the said Defendants and his Answers thereto as follow.

Interrogatory 1st

Do you know the parties Plaintiffs and Defendants in the title of Interrogatories mentioned or other and which of them and how long have you known them respectively?

Answer to 1st Interrogatory.

I do not know either of the parties Plaintiffs or Defendants in the title of Interrogatories mentioned.

Interrogatory 2^d

Where is your place of residence?

Answer to 2^d Interrogatory.

I reside at the City of New York, in the County of New York and State of New York.

Interrogatory 3^d

Are you acquainted with [Name], if so, state where he resides at present and how long he has resided there in that County?

Answer to 3^d Interrogatory.

I am acquainted with [Name] [Name] for about fifteen years. He resides at present in [County], that he has resided in that County the last fifteen years.

Interrogatory 4th

Are you acquainted with the general reputation of the said [Name] among his neighbors, if so, state what that reputation is, and also whether you would from his reputation believe him or oath?

Answer to 4th Interrogatory

I am acquainted with his general reputation among his neighbors. It is good, and from that reputation I would not believe him or oath.

Interrogatory 5th

Do you know of any other matter or thing of benefit or advantage to the Defendants in this cause? If so, state it fully and particularly?

Answer to 5th Interrogatory

I do not know of any other matter or thing of benefit or advantage to the Defendants in this cause.

(Signed) W. R. R.

I Charles A. Butler of the County of Oneida & State of New York a Commissioner duly appointed to take the Depositions of the said Jesse Thomson & Nelson R. R. witnesses whose names are subscribed to the foregoing Depositions do hereby certify that previous to the commencement of the examination of the said Jesse Thomson and Nelson R. R. as witnesses in the within entitled cause Charles Haven and Isaac M. Sprague Plaintiffs and William B. Cagney and Charles Butler, Defendants, were present and duly sworn by me as such Commissioner to testify to the truth of the matters in controversy between the said Charles Haven Isaac M. Sprague Plaintiffs and William B. Cagney and Charles Butler Defendants, so far as he should be interrogated concerning the same.

That the said Depositions were taken at my Office in the City of Utica in the County of Oneida and State of New York on the twenty seventh day of March A. D. 1837 and that after said Depositions were taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said witnesses and that thereupon the same were signed and sworn to by the said

Deponents John Thomson and Nelson Roth, each for himself
before me, the oath being administered by me as such Commissioner
at the place and on the day and year last aforesaid.

Charles W. Butler

Commissioner.

The Deposition of Jonathan Brown of the
County of Oneida and State of New York of lawful age
freedom born and do hereby depose and say that on the
twenty eighth day of March in the year of our Lord One thousand
eight hundred and fifty seven at the County of Oneida State aforesaid
in the Town of Augusta in the County of Oneida and State aforesaid
said by me Charles W. Butler a Commissioner duly appointed by
a Decree of the Court of Common Pleas of said County in the State
of Illinois, bearing date in the name of Walter Kimball Esq;
Clerk of the said Court of Common Pleas of said County, with
the Seal of said Court affixed thereto and to me directed as
such Commissioner for the examination of the said Jonathan
Brown as witness in a certain suit and matter in controversy
now pending and undetermined in the said Court of Common Pleas
wherein Charles Mann and Isaac M. Spruce are Plaintiffs and
William B. Ogden and Charles Butler are Defendants, in behalf of the
said Defendants in the interrogatories of the Defendants which were
submitted to and evolved with the said Commission and upon more

others. The said Jonathan Brown 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
Plaintiffs as the Defendants in relation to the matters in controversy
between the said Plaintiffs and Defendants so far as he should
be interrogated testified and deposed as follows.

Interrogatories propounded to the said Jonathan Brown a witness
produced and sworn as aforesaid on the part of the said
Defendants and his answers thereto as follow

Interrogatory 1st

Do you know the parties Plaintiffs and Defendants in the
title of Interrogatories mentioned, or either, and which of them
and how long have you known them respectively?

Answer to 1st Interrogatory

I do not know either of the said Plaintiffs or Defendants
in the title of interrogatory.

Interrogatory 2^d

Where is your

Answer to 2^d Interrogatory

I reside in the Town of Augusta in the County of Canada
and State of New York.

Interrogatory 3^d

Are you acquainted with Lemuel Dooley, if so state where
he resides at present? and how long he has resided there in
that County?

Answer to 3^d Interrogatory.

I am acquainted with Jeremiah Toley and have seen for the last fifteen years, He resides at present in Oneida County and has resided in that County, the last fifteen years.

Interrogatory 4th

Are you acquainted with the general reputation of the said Jeremiah Toley among his neighbors, it is not what that reputation is, and also whether you believe from his reputation believe him or not.

Answer to 4th Interrogatory

I am acquainted with the general reputation among his neighbors - it is bad - and from that reputation, I would not believe him or not.

Interrogatory 5th

Do you know of any other matter or thing of benefit or advantage to the Defendants in this Cause? If so, state it fully and particularly?

Answer to 5th Interrogatory

I do not know of any other matter or thing of benefit or advantage to the Defendants in this Cause.

(Signed) Jonathan Brown.

I Charles H. Butler of the County of Oneida and State of New York a Commissioner duly appointed to take the Deposition of the said Jonathan Brown, a witness whose name is subscribed to the foregoing Deposition, do hereby certify that previous to the

Commencement of the Examination of the said Jonathan Brown as a
witness in the suit between the said Carlo Harris & Isaac Green
Plaintiffs and the said William B. Agnew and Charles Butler, Defendants,
he was duly sworn by me as such Commissioner to testify the truth
in relation to the matters in controversy between the said Carlo Harris
and Isaac Green, Plaintiffs and the said William B. Agnew and
Charles Butler, Defendants, so far as he should be interrogated
concerning the same that the said deposition was taken at the House
of Andrew Sargent in the Town of Augusta, in the County of Oneida
State of New York on the Twenty eighth day of March A.D. 1854
and that after said deposition was taken by me as aforesaid, the
interrogatories and answers thereto, then and as written down were
read over to the said witness, and that thereupon the same was
signed and sworn to by the said Jonathan Brown before me, the
said being administered by me as such Commissioner at the place
and on the day and year aforesaid.

66

The Deposition of William B. Agnew of the
County of Oneida and State of New York as witness of lawless
age procured sworn and examined upon his solemn oath on the
Twenty eighth day of March in the year of our Lord one thousand
eight hundred and fifty four at the House of A. Benedict in the
Town of Sangerfield in the County of Oneida and State aforesaid
by me Charles A. Butler a Commissioner duly appointed Just
Declarus Potestatem or Commission issued out of the Clerk's Office

of the Court of Common Pleas of Cook County in the State of Illinois bearing date in the name of Walter Kimball Esq. Clerk of the said Court of Common Pleas with the seal of said Court affixed thereto and he was directed as such Commissioner for the examination of the said William F. Cleveland as witness in a certain suit and matter in controversy now pending and undetermined in the said Court of Common Pleas between the said Plaintiff and the said Defendant in which said suit and matter the said Plaintiff is the Plaintiff and the said Defendant is the Defendant in behalf of the said Defendant and the said Commissioner of the Defendant which were attached to and sworn to by the said Commissioner and upon none others. It is further ordered that the said Cleveland being first duly sworn by me as a witness in the said Court previous to the commencement of his examination to tell the truth as well on the part of the Plaintiff as the Defendant in relation to the matters in controversy between the said Plaintiff and Defendant so far as he should be interrogated before and after as follows.

Interrogatory 1st

Do you know the parties Plaintiffs and Defendants in the title of interrogatories mentioned, or either, and which of them and how long have you known them respectively?

Answer to 1th Interrogatory

I do not know either of the parties Plaintiffs or Defendants
in the title of interrogatories mentioned, except the Defendant
William B. Ayden, with whom I have been slightly acquainted
since the year 1850.

Interrogatory 2^d

Where is your place of residence?

Answer to 2^d Interrogatory.

I reside in the Town of Gangesfield in Oneida County and State of New York.

Interrogatory 3^d

Are you acquainted with Jeremiah Torley, if so, state where he resides at present, and how long he has resided there in that County?

Answer to 3^d Interrogatory

I am acquainted with Jeremiah Torley and have been for the last thirty years, He resides at present in Oneida County and has resided in that County the last thirty years.

Interrogatory 4th

Are you acquainted with the general reputation of the said Jeremiah Torley among his neighbors? state what that reputation is and also whether you believe his reputation believe him or not?

Answer to 4th Interrogatory

I am acquainted with the general reputation among his neighbors - it is good - I believe his reputation. I would not believe him or not.

Interrogatory 5th

Do you know of any other matter or thing of benefit or advantage to the Defendants in this case? If so, state it fully and particularly?

Answer to 5th Interrogatory.

I do not know of any other matter or thing of benefit or

advantage to the Defendants in this Cause.

(Signed) W. P. Cleveland

I Charles A. Butler of the County of Oneida and State of New York a Commissioner duly appointed to take the deposition of the said William P. Cleveland a witness whose name is subscribed to the foregoing Certificate and being duly sworn to the Commencement of the Cause in which the said William P. Cleveland is a witness in the Cause between the said John Haven and Isaac Green, Plaintiffs, and the said William P. Ogden and Charles Butler, Defendants, do hereby certify that I, the said Commissioner, have taken the deposition of the said William P. Cleveland as a witness in the Cause between the said John Haven and Isaac Green, Plaintiffs, and the said William P. Ogden and Charles Butler, Defendants, so far as he should be interrogated concerning the same. That the said Deposition was taken at the House of A. Benedict in the Town of Sangreepole in the County of Oneida and State of New York on the Twenty eighth day of March A. D. 1854 and that after said deposition was taken by me and after said the interrogations and answers thereto as written down were read over to the said witness and that thereupon the same was signed and sworn to by the said Dependent William P. Cleveland before me, the oath being administered as such Commissioner at the place and on the day and year last aforesaid,

Charles A. Butler

Commissioner

The Deposition of Bradford C. Montgomery of
the County of Onondaga and State of New York a witness of lawful
age produces sworn and examined upon his solemn oath on
the Twenty eighth day of March in the year of our Lord one
thousand eight hundred and fifty seven at the House of the said
Bradford C. Montgomery in the Town of Marshall in the County
of Onondaga and State aforesaid by me Charles A. Butler a
commissioner duly appointed by a Judicial Voucher a Commission
issued out of the Clerk's Office of the Court of Common Pleas of Cook
County in the State of Illinois, bearing date in the name of Walter
Kimball Esq. Clerk of the said Court of Common Pleas of Cook
County with the Seal of the said Court affixed thereto and to me
directed as such Commission for the examination of the said
Bradford C. Montgomery as witness in a certain suit and matter in
Controversy now pending and to be argued in the said Court of
Common Pleas wherein both the said Parties aforesaid are
Plaintiffs and William B. [illegible] and Defendants
in behalf of the said [illegible] Defendants of the said
Defendants which in [illegible] with the said
Commission and upon [illegible] the said Bradford C. Montgomery
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 Plaintiffs as the Defendants in relation to
the matters in Controversy between the said Plaintiffs and Defendants
so far as he should be interrogated testified and deposed as
follows.

Interrogatory 1st

Do you know the parties Plaintiffs and Defendants in the title of interrogatories mentioned, or either and which of them, and how long have you known them respectively?

Answer to 1st Interrogatory

I do not know either of the parties Plaintiffs or Defendants in the title of interrogatories mentioned.

Interrogatory 2^d

Where is your

Answer to 2^d Interrogatory

I reside in the Town of ~~Amherst~~ ^{Amherst} in the County of Quebec and State of New York.

Interrogatory 3^d

Are you acquainted with Jeremiah Folsy if so, state where he resides at present, and how long he has resided there in that County?

Answer to 3^d Interrogatory

I am acquainted with Jeremiah Folsy and have known him for about 25 years. He resides at present in Quebec County, and has resided in that County for the last twenty five years.

Interrogatory 4th

Are you acquainted with the general reputation of the said Jeremiah Folsy among his neighbors? if so, state what that reputation is, and also whether you would form his reputation believe him or not.

Answer to 4th Interrogatory - I am acquainted with his general

reputation among his neighbors - it is bad and I would not believe him on his oath.

Interrogatory 5th Do you know of any other matter or thing of benefit or advantage to the Defendants in this cause? If so, state it fully and particularly?

Answer to 5th Interrogatory I do not know of any other matter or thing of benefit or advantage to the Defendants in this cause.
(Signed) P. L. Montgomery.

I Charles A. Butler of the County of Oneida and State of New York a Commissioner duly appointed to take the deposition of the said Bradford L. Montgomery a Witness whose name is subscribed to the foregoing Deposition do hereby certify that previous to the commencement of the examination of the said Bradford L. Montgomery as a witness in the suit between the said Charles A. Butler, Plaintiff and the said William B. Ogden and Isaac G. Brown, Defendants, he was duly sworn by me as a Commissioner to testify the truth in relation to the matters in dispute between the said Charles A. Butler and Isaac G. Brown, Defendants, and that the said Deposition was taken at the house of the said Bradford L. Montgomery in the Town of Marshall in the County of Oneida and State of New York on the twenty eighth day of March A.D. 1854, and that the said Deposition was taken by me as aforesaid, the interrogatories and answers thereto as written down were read over to the said witness and that thereupon the same was signed and sworn to by the said Defendant Bradford L. Montgomery before me

the said being administered by me as such Commissioner at the place
and on the day and year last aforesaid.

Charles A. Butler
Commissioner,"

And afterwards to wit on the twenty day of January (being one
of the days of the January Term of said Court A.D. eighteen
hundred and fifty eight) the said Complaints were read in open
Court and entered of record.

Charles Haven and
Isaac M. Lyver

— in —
William B. Ogden and
Charles Butler

And now comes said Complaints by their Solicitors
and the said Defendant William B. Ogden by Country and E.R.
Harper his Solicitors also come and the Court after hearing the
arguments of Counsel on said Defendants Motion on affidavit
filed herein for leave to file supplemental answer herein being
now fully advised in the matter overrules said Motion,

And thereafter to wit on the day of
A. D. Eighteen hundred and fifty eight there was filed in said
Court, in said cause a Certain Chattel Mortgage; Which said
Chattel Mortgage is in words and figures as follows to wit.

"This Indenture made the twenty first day of November in
the year of our Lord one thousand eight hundred and fifty six
Between George S. Butler of the City of Chicago, County of Cook
and State of Illinois party of the first part and James H.
Drapor of the City of Chicago aforesaid party of the second part
Witnesseth that the said party of the first part for and in
consideration of the sum of Twenty one hundred and twenty five
dollars in hand paid, the receipt whereof is hereby acknowledged
Doth hereby grant sell convey and assign unto the said party
of the second part his heirs and assigns forever the following
described goods and chattels to wit.

All the goods and chattels of the said party of the first part
now and hereafter to be acquired by him or her or his heirs and
assigns in the Store known as the "Chicago Store" on the Corner
of Clark and North Dearborn Streets in the City of Chicago aforesaid
Together with all and singular the opportunities thereto belonging
or in anywise appertaining To have and to hold the same unto
the said James H. Drapor his heirs executors administrators and
assigns to his and their sole use for ever And the said George
S. Butler for his heirs executors and administrators does covenant and
agree with the said James H. Drapor his heirs executors administrators
and assigns that he is lawfully possessed of the said Goods

and Charles as of his own property that the same are free from all
incumbrances and that he will and his heirs executors and
administrators shall warrant and defend the same unto the said
party of the second part his heirs executors administrators and assigns
against the lawful claims and demands of all persons.

Provided nevertheless that the said George S. Butler his heirs
executors administrators or assigns shall well and truly pay or
cause to be paid unto the said James T. Draper his heirs
executors administrators or assigns the sum of Twenty thousand dollars
hereunto payable to the said James T. Draper for the sum of
Twenty thousand dollars and the said sum payable in
the manner following to wit: The said sum shall be paid and every day
except Sundays, until the said sum of Twenty thousand dollars is paid
into well made fully and of large amount and then the said property
insured to the amount of \$20,000 in some good and responsible Company
until the payment of said indebtedness, and assign said policy to the
said James T. Draper, then and from thenceforth the said property and
everything therein contained shall cease and be void and void.

And provided also that it shall be lawful for the said George
S. Butler his heirs executors and administrators to retain possession of
the said granted property and at his own expense to keep and to use
and enjoy the same until the said George S. Butler or his heirs
executors administrators or assigns shall make default in the payment
of said sum of money above specified, either in principal or interest
at the time or times and in the manner hereinbefore contained or
unless the said James T. Draper or his legal representatives shall
for diminution removal or waste for want of proper care or if the

paid party of the first part shall sell or assign or attempt to sell or
assign paid goods and chattels or any part thereof, or if any writ
issued from any Court shall be served on any part of the above
described goods and chattels that then, and in any of the aforesaid
cases all of said Note both principal and interest shall become due
and payable and the said party of the second part his heirs
executors administrators and assigns agents or attorneys or any of them
may elect themselves to take possession of the said property and for that
purpose may pursue the same or any part thereof wherever it may
be found and also may enter in any of the premises of the said
party of the first part, without warrant from any process of Law where
ever the said Goods or Chattels may be or supposed to be and make
for the same, and if found to take possession of said same and
sell and dispose of said property, or any part thereof, at Public
Auction to the highest bidder after giving due notice of the
time place and terms of sale in the manner and description of the
property to be sold either by advertisement in some Newspaper in
the City of New York, or by posting up in three public
places in the vicinity of the property to be sold with or without
notice for cash or on credit as the said party of the second part his heirs
executors administrators and assigns agents or attorneys or any of them
may elect and out of the money arising from such sale to retain
first all costs and charges for purchasing, preserving selling removing
keeping storing advertising and selling of such property Goods
Chattels and Effects and also first paid together with the amount due
and unpaid upon said Note or any of them, either in principal or
interest; remaining the surplus of the money arising from such sale
(if any there shall be) unto the said George S. Butler or his

legal representatives.

Witness our hands and seals the day and year first above written.

Signed & sealed and delivered
in presence of . . .

G. S. Butler (Seal)

Patrick Gibbons Constable

"State of Illinois,

Cook County,

in and for said County, that the within Mortgage
was duly acknowledged before me and the same George S.
Butler this 21st day of . . .

"Schedule A. reference to in above Chattel Mortgage

15 White Linen Damask Table Cloths	5 Salt Spoons	4 Meat Heaters
15 2 Dr Pictures ornate China	2 Tea Urns	1 Coffee Urn
1 1/2 Doz Coffee Cups & Saucers	40 Chairs	6 Dining Tables
50 Porcelain Spiced Dishes	3 Sashboards	1 Hat Stand
4 Glass Dishes or foot glass	46 Wicker Chairs	2 Clocks
2 Green Pictures ornate China	1 Spring 1 Chair	1 Meat Saw
China	1 Spring balance	1 Book Stand
50 Glass Plates ornate China	1 Flower Box	4 large Glass lined Lamps
100 Bottle Brackets . . .	2 glass Bed Lamps lined	34 Britania Bed
4 Glass looking Dishes	Lamps China	
4 1/2 Doz Trunkers	1 Bucklaw	1 and 1 clock in Office

21 Bowles Iron Stow Chairs 17 Arm Chairs - 1 Cherry table
 116 Large Dining Plates " " 1 Looking Glass in Washroom - 1 Mirror
 43 Breakfast Plates " " Slab of 3 basins.
 74 Soup Plates " " 1 Dining Room - 8 feet Iron
 112 Pie Plates " " 21 Cottage Bedsteads - 52 French " "
 95 Oval Plates " " 4 Hair Mattresses - 69 Shaw " "
 9 Large Plates " " 19 Husk " " 118 Feather Pillows
 110 Bakers " " 194 New Shirts 131 good Comforters
 32 Pie Plates " " 54 Washstand Single. 24 good
 7 Salt Cellars Looking Glasses. 26 Windsor Chairs
 58 Plate Forks 19 b.b. bladders. 37 b.b. bladders
 9 Beater Butter Knives 3 bed Bedsteads - 134 Bedding Sheets.
 84 Plate Fin Spoons 11 Comforters. 11 Hair Pillows
 98 Plate Silver Spoons 211 - Linen in Rooms. 3 Mirrors
 9 Baster - 1 Large Seat Cushion Washstand - 1 Hair Pillow spread. 9 Quilt
 36 Linen Towels. 20 Cotton Towels 1 Hair Pillow - 1 Hair Pillow
 42 Linen Napkins. 5 Wash Plate 2 Wash Spread
 1 Meat Box. 1 Fine Linen. 1 Hair Pillow - 1 Hair Pillow
 20 Iron Shavers. 45 Iron Shavers. 8 Towels
 All the Hair Pins & Hair Pins. 1 Hair Pillow
 Hamilton House - (see inventory) 1 Hair Pillow. 20 Hair Pillow
 pictures now in House. 1 Hair Pillow. 1 Hair Pillow. 1 Hair Pillow
 1 Dress of and between also rooms in 20 y. Mirrors in Parlor. 3 Sofa
 that part of House known as Ball room. Marble top. 10 feet. 60 y.
 1 Sheet Lamp over Office door & 11. Mirrors 36 Mosquito Bars. 1 Comm.
 Pictures Room attached to said house. Table.

This is a true inventory of furniture & fixtures now in use in Hamilton
 House November 5th 1866. H. J. Butler.

On which said Mortgage is endorsed as follows

"Know all Men by these Presents that I James F. Drafur the Mortgage in the within written Mortgage have made constituted and appointed And by these Presents do make constitute and appoint Francis J. Holt of Chicago to be my true and lawful Attorney in my name please and plead to take possession of and sell the property mentioned and described in said Mortgage.

Witness my hand and seal this Twenty fourth day of December A. D. 1854.

(Seal)

"I hereby revoke my
Chicago

Dec 31. / 56 "

"Know all Men by these Presents that I James F. Drafur, the Mortgage have made constituted and appointed And by these Presents do make & appoint F. J. Bogus of Chicago to be my true and lawful Attorney in my name please and plead to take possession of and sell the property mentioned and described in said Mortgage

Witness my hand and seal this 30th day of Dec
A. D. 1854.

James F. Drafur (Seal) "

"State of Illinois,
County of Cook, ss. No 43144.

This instrument was filed for record on the 21st day of November A. D. 1856 and duly recorded in Book 6 of Charles Mortgages Page 16.

L. D. Spear. Clerk."

And thereafter to wit on the thirteenth day of January A.D.
Eighteen hundred and fifty eight there was filed in the Office of
the Clerk of said Court, Certain Articles of Agreement between said
Charles Butler and said Simon Z. Hauer: Which Articles of
Agreement are in words and figures following, to wit:—

" Articles of Agreement made and concluded the twenty eighth
day of April in the year one thousand eight hundred and thirty five
between Charles Butler of the City, County and State of New York
by his Attorney W.B. Ogden by virtue of a Power of Attorney executed
by said Charles Butler and Eliza A. his wife bearing date the
first day of January one thousand eight hundred and thirty six of
the first part and Simon Z. Hauer of the same part

Witnesseth that the party of the first part has agreed to pay to the
party of the second part the sum of five thousand dollars and the money to be
paid under the covenants and conditions to be performed by
the party of the second part to the said party of the first part
of the second part to be paid in the form of a sum of money
in the form of a sum of money in the form of a sum of money
known and distinguished by the name of a sum of money
Chicago or file in the Office of the Treasurer of Cook County as lots
5 and 6 in Block numbered in said addition with the privileges
and appurtenances thereto belonging And the said party of the
second part in consideration of the premises hereby agrees to pay to the
said Charles Butler or his Attorney or assigns the sum of Five thousand dollars as follows viz:
Sixteen hundred dollars this day - Seventeen hundred dollars on the

from date and Seventeen hundred dollars two years from date -
with interest at the rate of Five per Cent per annum to be paid
annually on the whole sum from time to time remaining unpaid
And also that he will well and faithfully in due season pay or
cause to be paid all taxes and assessments, ordinary and
extraordinary for any purpose whatever upon the said premises or
appurtenances. And the said party of the first part further
covenants and agrees with the said party of the second part that
upon the faithful performance by the said party of the second part
his undertaking in this behalf shall be void and the interest of principal &
interest of the sum above specified shall be paid by the
said party of the first part without delay well and
faithfully execute and deliver in testimony of his performance duly
authorizing a good and sufficient deed or deeds and thereby assign or
convey to the said party of the second part his heirs and assigns
a good perfect and unincumbered title in fee simple to the above
described premises with their appurtenances. And the said party of
the first part further covenants and agrees with the said party of
the second part that upon a faithful performance by the said party
of the second part of his undertaking in this behalf and of the
payment of principal and interest of the sum above mentioned
the said party of the first part shall release the said party of the second part
and his heirs and assigns from all and singular the above said
covenants and agrees by and between the parties hereto that in case
default shall be made in any of the payments of principal or
interest at the time or any of the times above specified for the

payment thereof and for sixty days thereafter this agreement and all the preceding provisions hereof shall be void and no longer binding at the option of the said party of the first part his representatives or assigns and all the payments which shall have been made hereon or in pursuance hereof absolutely and forever forfeited to the said party of the first part or at the election of the said party of the first part his representatives and assigns the Covenants and liability of the said party of the second part shall continue and remain obligatory upon the said party of the second part and may be enforced and the said Consideration money and every part thereof with the annual interest as above specified be collected by proper proceedings in law or equity from the said party of the second part his heirs executors administrators assigns and it is further mutually covenanted and agreed by and between the parties hereto that in case of default in the payment stipulated to be made by the said party of the second part or any thereof at the election of the party of the first part his representatives or assigns to consider the foregoing Covenants and Agreements, and prior payments forfeited, the said party of the second part his representatives or assigns who may be in possession of the premises at the time of such default or at any time so thereafter shall be considered and shall be agreed and declared to be in law and equity the tenant and tenants at will of the said party of the first part his representatives and assigns on a rent equal to an interest of ten per cent per annum on the whole sum of the purchase money above specified payable quarterly from the day of such default in payment of principal or interest. And after such default in payment and election to consider the above

contract of Sale as void, the said party of the first part, his representatives
and assigns shall and may have and exercise all the powers rights
and remedies provided by law or Equity to collect such rent or to
remove such tenant or tenants the same as if the relation of
Landlord or Tenant hereby declared were created by an original
absolute Lease for that term of years or a specific rent payable
quarterly or a term of years or a specific rent payable
tenant or tenants shall and may be bound to be paid all
taxes and assessments which may be
land or assessed on said premises during the
continuance of such tenancy and shall not be liable for any
waste or damage to said premises or the improvements but will
keep and deliver up on the termination of such tenancy the said
premises and appurtenances in as good order and repair (ordinary
wear and decay and unavoidable injuries by the elements excepted)
as they were in at the commencement of such tenancy

In witness whereof the party of the first part by
his said Attorney and the Party of the said second part in his
proper person have hereunto respectively set their hands and seals
on the day and year first above written.

Witness our hands

in presence of

L. E. McBlair

Charles Butler by his Atty (Seal)

W. B. Ayers (Seal)

Simon J. Hume (Seal)

On which Articles of Agreement is indorsed the following.

"Recd Apr 28. 1836 the first payment of Sixteen hundred
dollars on this Contract (in hand) W. B. Ayers."

"In consideration of an assignment of a Mortgage to J. S. Soley
and of a Deed of Three lots in School Section Chicago, made
to me this day, it is agreed that this agreement above written
between Geo Butler and S. J. Hawes is abandoned and at an
end, the lots being retained by said Butler.

Sept 22: 1841.

W. B. Ogden

for Geo Butler.

And thereafter to wit on the twentieth day of January
A. D. eighteen hundred and fifty eight there was filed in the Office
of the Clerk of said Court, certain Exhibits to be read in evidence
in said cause: Which said Exhibits numbered from 1 to 15
respectively are in words and figures following to wit:

✓
1. "Deed S. J. Hawes"

Dr.

When we arranged for the purchase of my house
when we arranged for the purchase of my house
I have forgotten and forgot the particulars of the settlement,
Will you please make me a brief statement of them and direct to
me at 20 Nassau Street N.Y., and if private opportunity offers
please send me the papers that you was to send to me I shall
return by Africa & go and see Soley as I proposed to you &
shall probably want you to go with me.

Very truly yours W. B. Ogden."

P. S. Have you written the parties interested about paying me costs
and recovering back their bills to the property you sold them but
if which sales in record appeared when I attached. I want their
attention to that matter as soon as may be.

W.B. O."

2 "S. Y. Haven Reg.

Dr. Sir

I am in
and am glad that you
last for settlement of
July and will take
at home. This being the paper and we will
close the business as usual.

Very truly yours

W.B. O."

"P. S. Shall I find you at Union during the month of
July & where -

W.B. O."

3 "Doct: Haven

"Chicago 8 Dec. 1843.

Dr. Sir,

On the other side is a statement of the costs made out
paid out in carrying to conclusion the attachment suit of C. Butler
vs S. Y. Haven - Mr Holmes came to me and desired to purchase
back his coat and I conveyed it to him for paying me \$54.37
as is stated on this other side, no other person has applied to

purchase back any of the property attached, if I receive within 60 days the \$116.43 disbursed by me together with the Costs of Conveyance pay \$1.50 for each deed and acknowledgment - I will convey the property to whom you have conveyed it, that is the lands in Wile, and the 160 to B. Brown, but I will not convey it on speculation on to any others than the sufferers by purchase from you, and if the thing is not attended to within 60 days I don't propose to continue the above propositions - As to the lands on the C. H. I think a division had best be made before conveying to Brown.

How stands matters with G. H. is Smith's \$100 or \$150 Mortgage paid, or have I got to proceed in Chancery to show & prove the fraud attending the giving of that Mortgage

I have no impression that I don't propose to recover the Wile County Lands for a time, as to my purpose in obtaining them just the 160 to Brown, but the other may not push the fact.

Yours ever

"P. J. The \$3 to Bank and I have not yet received it.

"Statement of expenses incurred in perfecting title to lands of S. J. Havens attached by Charles Butler to wit:

Paid Wile Co. Sheriff's Charges	\$30.32 1/2
do Expenses of search of records &c in Wile Co.	7.50
do back to Sheriff's charges	47.21
do both of above	13.56

Paid Attorneys fees	<u>35.00</u>	\$133.49 1/2	
Remuneration of B. Holmes		<u>54.24</u>	
Balance of Costs		\$ 46.32 1/2	
Interest on same 3 years @ 7 1/2%		<u>13.90</u>	\$ 90.24 1/2
Cash expenses of Sheriff, and, & recording (3 and)			
at \$1.75 each & recording			9.45
Paid for taxes of		5.25	
"		3.50	
"	1841	4.00	
"	1841	3.40	
"	1841	<u>12.20</u>	\$98.64,
		<u>12.20</u>	\$110.44
			\$116.43

Paid of expenses incurred to perfect title to the above land \$116.43
 Does Haver Credit of \$12.20 is made at 50 % or he owes half of
 him over amount used in paying back the tax of 1843. The
 proportion of expenses can easily be proportioned to each tract from
 the above a/c.

4. Dr Haver N. H. 21. 1857.

Dr Sir

I wrote him to have records perused and have
 of division of our Land was to be submitted to you, but doubt if
 it arrives before I leave for Chicago from 3 weeks hence, you did
 not say in any of your letters whether you have seen Cook, or you

1
I proposed when we met at Africa. I have a loan bill to the Lane
Mortgage by him and shall hold it if course but had rather his
Mortgage business was cancelled and the one I hold given up and
his Deed given me for the property, if he pleases to do so if not
I think I shall give a Bill in favour to get Smith's Mortgage
set aside as fraud. Shall you see Doty or Smith or have you
lost words about it. Please let me hear from you about it here before
I return.

Yours very truly

W. B. Lyden."

5. ✓

"Hartford Nov 26. 1888."

"Dear Sir,

I have this morning just your letter dated Nov 23rd 1888
I perceive that you have not been able to write you a
few days since. I am sorry to hear that. I would refer you
to that letter in which I told you to give up the
\$1600. which I have since exchanged
papers from my late partner, which business
done, together with the money you took in May last
waited at your office. I have been frequently
some days to see you, but have not, though you was expected
home every hour. The contract with Doty as I believe I
mentioned to you in my letter last fall is given up, I refuse
what he has paid. I know you said I should have to deal
but Mr Brown paid differently my flower of Attorney was from
him and besides all this Mr Doty refused to consummate the
bargain, or give up the house etc. which was without

a suit in Chancery and I was not in a position on my part to
compete financially, although he was able to pay which was very
doubtful. I have told now of the Land in question, don't know if
there is a prospect of selling any at present, you will please
write, Yours

Sir, J. H. Hume

H. B. Ogden Esq.

6 ✓

H. B. Ogden Esq.

Dear Sir,

I have received your letter from you since
Jan: 15: 1840. Have written to you before since that time,
wrote last I believe in Oct: last. My brother from St. Louis
informs me that he has had some conversation with you lately at
Chicago. That you informed him that you wrote a letter in July
last for Bellis to copy to me (which I have not received) and
which you say as near as he can recollect, say to Dr: Hume
that if he will relinquish his title to what property we have at
and give the Debt Mortgage, we will pay him, or withdraw
and give up the papers. Now if you make this offer I will
accept it, if the property offered is the following: a Copy of
which was sent me as taken from the Clerk's Office, with the agreement
that Peter Brown have a deed of an undivided One hundred and
sixty acres from Section 10 and 3, which he has nearly paid for

but a Deed has not been delivered, this I mentioned before in my
offer - justice requires that he should have this Deed, he failed
and as there was something due, the deed was not given, a
demand against him is good for nothing - before property attached
Charles Buller, in book County 26 1/2 sec on the West 1/3 of
— (m) — the West sec of Lot 1. Block 24, School Sec
Simon J. Hansen & Addition to Chicago - Dec 19/34 1/2 part undivided
from Sec 10, the South half Sec 3 Township (39) N. Range 12 E
of the Third Principal Meridian.

In this County

The N. E. Q. Sec 13 T. 34 N. R. 11 E.

Fractional half of Sec 18 in T. 33 N. R. 10 E. and

S. W. Q. Sec 15 in T. 33. N. R. 10. E of the Third Prin.
Meridian.

If I understand this offer it will differ from the one I
made to J. Buller and I am ready to give up my letter in that
it includes the 26 1/2 sec of the lot which I have a
Deed for from Susan ———— has no interest
whatsoever in the Land. Attachment every
matter by Deed, I have no interest in the lot of land
property, nor a ———— in the project
connection with any ———— or that was ever
purchased with my money or avails of money received from you
or Mr. J. B. The Q. Sec in 13 T. 34 N. R. 11 E. I sold from
after I received it - I rec'd only first payment in cash and work
and the remaining claim was long since relinquished - the other
lands which is mentioned in Sec 13 T. 34 N. R. 11 E. was purchased for
another man with his money entirely and I never owned it or any

not, but I will take the first opportunity to learn respecting that or
any other facts connected with that subject though I have no
expectation of learning anything that will alter the complexion of
that affair in the least, a person has lately told me, that he knows
something of Tooley's affairs that he supposes him to be worth
more than \$10,000. He owns now I suppose, and has always
owned a large real estate - is a farmer, and lives on a large and
valuable farm, as I am told, before my settlement with Tooley
I had a Mortgage on this land in question - 3 - (11) as security
he goes to Smith and persuades him to take this \$2000 Mortgage
paying present on him and the interest and then comes to me
and effects the Settlement, giving me the Mortgage \$2000 without
a penny, which he afterwards pretends was given for nothing confessing
the trick which he had played and refusing me to pay me out
on the Mortgage - My first object of inquiry is perfectly ac-
quainted with the whole transaction and tells me all over before
him after the disbursement of the money - I think in
Tooley's presence if it was not for him he thought it
impossible to do it - I have heard of it - \$2000 of which
has been paid for it - Tooley goes to
Smith and borrowing the money from him, he prepared and pays
Smith - don't you want a mortgage on this same land - Smith
says why, what for, - Now Kuno says Tooley that I owe you
- says Smith, but I have your Note - Well says Tooley it
will do you no hurt to take the Mortgage, and it may do me
some good - So Smith took the Mortgage without paying me
anything in consideration, or giving up the Note - After this, a
conversation at Tooley's house, between Tooley & Smith - Tooley told

up this Note of Smiths, without Smith's Consent, Smith he complains
of this and Forbes says, you need not be alarmed Smith, you
have this \$2000 M^r. etc. I understand you I have complied with
your offer in every respect (giving no guarantee in relation to
Forbes), in my last communication, with the exception of the
sublots 1 & 4 Plot 811. I have since in relation to these
is precisely this. You have said that if you cannot pay the remaining
due on the Lots - I will accept the balance in paid lots
considering the note in relation to the balance on the Lots - this I
think you will pay in full. I have since received and I
hope it will, you will be pleased to hear that I have without delay
made over my interest in the property to the same person,

Wm. J. Harris

8. ✓

Albany March 11. 1840.

Wm B. Ogden Esq

Dear Sir,

I have not heard from you since 31st Dec
last, though I have written you since. I say distinctly in this
communication that I comply with your offer for a settlement in
your letters of Dec. last. if you have not complied with my offer
concerned to you in my last, and further if you have not I
will leave it to your liberality. As to the lots 1 & 4 & 811
if you can do anything as to the balance due Goodhue & Goodrich

for me in these Lots, I hope you will. You are at liberty to take possession of the property in question and as soon as I can hear from you I will make out the necessary title to the land and you can give up the papers in your hands

Yours

Simeon H. Haven

(Write from)

Simeon says his Mortgage and his affairs with Dooley are pretty as they were when he first took the "Mat."

9.

Uttah, Oct 30, 1841

"Huo B. Ogden

Dear Sir,

In answer to yours of the 29th inst. I will reply, you take Dooley's mortgage which was assigned to you, the Purlo 1 & 1/2 lots in the Chicago & 26 1/2 feet of West side of lot 10 which I purchased under the Contract which you have assigned to me as was in N. York. You relinquish to me the 160 acres of the 960 undivided acres of the 1000 (1000 to 10 1/2 1/2 feet 3 1/2 1/2 1/2 N. R. 12 E.) owned as follows

Dooley	480	Dooley would be subject to
Doct. Macdonald	200	your Attachment of his Debt
S. H. Haven	160	was not recorded for B. Brown
Ogden Holmes	120	
	<u>960</u>	

This accounts for all the property attached in Cook County.
I had no interest in any property which you attached in Free County.
The E. fraction 1/2 of 15. 33 N 10 E. and
The S. 1/4 of 15.

I entered for my brother in law and deed to him long past.
The N 1/4 of 18. 34

I owned the land in Cook County & Illinois
Cook County

I wrote to Mr. [unclear] after you left
me. They can only [unclear] each other
to pay to his release [unclear] from the [unclear]
release from the attachment.

I think I can [unclear] [unclear] [unclear]

Yours truly

J. J. Howard

10. Mr. B. Ogden Esq. "Albion Dec. 21. 1843.

Dear Sir,

I was very much surprised at the contents of
your letter which I have just rec^d bearing date Dec 2. 1843
(notwithstanding my journey to Chicago and the great pains I have
taken to get on) when you was here in Sept. 1844. I made a full
settlement with you so far as I was concerned, and on my part
I assigned a certain Mortgage to you and deed to you 3 lots
in Chicago, giving up 3 lots as you knew, which had been in part

paid for, and on your part you executed patented (or your words are
abandoned and at an end) the demand which you commenced the
attachment suit and you further gave me a writing in which
you agreed "to relate to me the the notes for Mr Brown and for
which he paid in part. Now I made this contract in good
faith, and delivered to you the Docs. and paid for the acknowledging
of the same and suppose that you would pay me my debt,
as soon as you receive Chicago, which I am confident you agreed
to do, this I then suppose and now suppose was the Contract at the
time - You observe that you should require of those persons
whose Lands you had attached under my name and in which I
had no interest as I had always told you from the Commencement
of your suit, that they should each pay his proportion of the Costs
which you paid was some \$110 or for dollars this demand I
observed to you I believed to be wrong and unjust, whether unlawful
in Illinois or not I cannot say, but I thought through delay
it justifiable - The laws of Illinois Chas. Co. I
suppose are 6 Cts per line per day in Sec 15 Town
33, which I never permitted him to exceed them
for him in my name permitted him to him and
afterwards gave him the order was given, not
recorded before the suit was dismissed known when this
was settled, and two lots in Sec 18 Town 34, which were sold
to George Andrews of Marionville, Quincy Co. N.Y. and paid for a
year or more before the suit commenced. Mr William Andrews has a
Conversation with me on this subject during this last fall when
Martin Demmond of Delist was in this County and I understood from
him, that he had appointed him or some other person to attend to

This affair, he is anxious to have it arranged, I have to write
to James Moffatt of Perry Wyoming Co N. Y. my brother in law
who lives 150 miles from me and I whom I have not seen since
I settled with you in Sept: 1841 - what he will pay or do I
cannot say - I have observed to him that it will be impossible
for me to pay the amount of the debt which you require, and if I
could I do not think it would be worth my while to do so. My agent L. M.
Hodges Esq. of New York has given title to my
160 acres in the form of a deed, which is this Deed
if it is, I have totally released the land from the debt, Nos 10
pay anything to satisfy the debt on the 160 acres of
the Deed and a half. I have not seen the deed, but I have
writing which I have seen and which I suppose entitled me
to a Deed is in the following words:

"I hereby agree that the 160 acres sold Brown by David Haven
shall be released from the debt under the attachment suit, brought
against said Haven" signed by your name Sept 22. 1841.

This Deed has not been shown to Mr Brown. I have given him
a Bond for a Deed and he has paid me only in part, and by
releasing from the debt I understood, it was to be released to me,
so as to enable me to consummate my agreement with Mr Brown.
If it were to be paid on this debt was it to be released in
preference to the other parcels. I hope when you reflect upon the
subject you will not refuse to give me this Deed in my own
name, as it can make no difference with you, if nothing was to be
paid to you on giving it, and this was certainly my understanding.

of the Contract - you perhaps recollect that when we made this settlement
you was sick and was to start East in a few minutes in the
morning and that what was written on that account was exactly
brief, - that the acres were made out afterwards - the money which
I left with you was left for taxes on said 160 acres and not to
pay Cots as appears to be applied from the Court in your Bill of
Cots and I wish to have it retained for that purpose, if you
did not so understand me please inform me - you ask whether you
agree to release the Land in this County by the Cots being paid,
I answer, 'yes' I have heard nothing in relation to Smith or
his demand against Foley - the writing of my agreement is in
the words following 'In consideration of an assignment of a
Mortgage to A. Foley and of a due of \$ 300 in School Section
Chicago, made to me this day it is agreed that this agreement above
written between Mrs. William Brown & Henry H. Brown is abandoned
and at an end & that the same be taken up and for
G. Butler.' Now I was not a Government
for said the acres and I was not to be paid for the above
understand, and the Government was to be paid as given
above would have been the same as the above & therefore
I should not have given up my claim for the above which I did at the
settlement. I wish not to be understood as writing in the kindest spirit - I am now poor and have no
means of defending Equity suits - you have the lots back you
have the (160 - 320 acres in this Co.) you have 3 lots which
cost me \$1000, and the assigned Mortgage - and are you not
willing to give me or allow me to retain it - the last foot of land
on which I have any claim in Cook Co. if Mr Brown did not take

city when you come, it may save me a journey to Chicago -
I sincerely hope after all the dealings which we have had and I
may say, after all the mutual good feelings which have been
exchanged you will not refuse to comply with a written stipulation
which you made in our settlement, and as I cheerfully complied
with every act on my part and had no doubt you would on
yours - if no individual has redeemed any of the Land sold by
the attachment. It does not seem how that should affect the agreement to
give me a release in said the acres - your exact words are
these "I hereby agree that the 160 acres sold Brown for Decr
Hanson shall be released from the sale, under the attachment suit
brought against said Hanson, signed by you Sept. 22, 1844.
While you give me this Bond - While you are at Utica I will
shall I make a journey to New York - I believe I have always
paid the Tax on said the acres, and have many with G. H.
Marble, Chicago, for that purpose.

P.S. Mr Brown on _____ and \$500.
I have his note for _____

12. William B. Ayer _____
Bond for Decr of 160 Acres.

"That value received, and in consideration of One dollar
to me paid I hereby agree and bind myself my heirs and assigns
to convey or cause to be conveyed to Simon J. Hanson, or to whom
he shall direct, one hundred and forty acres of land in the
following tract composed of and comprising the South half of

of Section Four, and also of Section Five in Town 39 &
North of Range 13. East in Cook County, Illinois, said
tract together containing 960 acres more or less, and said
Haven's interest in same to be an undivided $1/6$ or $1/60$
acres - and to be Quit Claim with covenants against
Grantor, and to be conveyed to said Haven
at Union St. by the Clerk of the Court within 40 days
from this date

Witness

D. B. Grocke

Attached to and returned to this Court on the following

"I hereby agree that the the said John Haven by
Deeds Haven shall be released from the said and the
attachment suit brought against said Haven.

H. B. Ogden

Sept: 22, 1841.

Filed Oct 31st 1841

"I hereby certify that all the stipulations of the
within Bond have been fulfilled concerning to the Condition of
said Bond, viz: The Quit Claim Due or an undivided
the acres of Land in the State of Illinois - Cook
County &c has been given with Warrants &c and within
the time specified &c &c.

(Signed) Simon J. Haven.

13 A deed from Samuel J. Love Sheriff of Cook County to William B. Ogden, dated February 17, 1843. a correct copy of which Exhibit E. page 23 of this transcript is a correct copy.

14 A deed from Samuel J. Love Sheriff of Cook County to William B. Ogden, dated January 15, 1845. of which Exhibit F. page 25 of this transcript is a correct copy.

15 A deed from Samuel J. Love Sheriff of Cook County to William B. Ogden, dated January 15, 1845. of which Exhibit G. page 27 of this transcript is a correct copy.

And afterwards to wit on the third day of April in the year of our Lord one thousand eight hundred and fifty eight the following proceedings were had in said Court and entered of Record in said Court to wit,

Carlos Huen and
Jose M. Grover

us — Bill.

William B. Agnew
and Charles Butler

And now on this day came the cause in
for hearing, upon the Pleasings first made, and the witness was
addressed by the parties lastly, and was required by counsel,
whereupon it is found that the said premises were conveyed by the Grant here
that the said Plaintiff did pay to the said Defendant the sum of five hundred
in paid Bill mentioned in the said Mortgage of Jeremiah
Foley to wit: One hundred pounds for the said Town of Southbury,
Twenty Nine, Ninety and one for the said principal
Marichain. And also the said Plaintiff did pay to the said Defendant the sum of
Seven No Pounds for the said interest as aforesaid in the
County of Cook. And the said Defendant did assign the Mortgage in said
Bill mentioned as made by him to Lemuel Foley to Simon
Zelus Haven, and assigned by him to paid Agent; And that
it be referred to L. C. Paine Esq., Master in Chancery of
said Cook County, to take an account of what is due to said
Defendants on said Mortgage for principal and interest; and for
Taxes paid on the said premises since the assignment of the said

Mortgage by said Juvon. Y. Haven to said Agard, and interest on
the same from the times of payment thereof till the time such
an account shall be taken by said Master in Chancery and what
shall be Certified by said Master to be due to the said defendants
for said principal and interest, and taxes and interest.

It is Ordered and decreed that the Complainants pay
to the said Defendants the sum of ~~one hundred and~~ after the said
Master shall have taken the account the same shall have
been confirmed, and the said Defendants shall be bound to the said Defendants
to convey and purvey the said land and premises unto the
said Complainants, and the said Defendants shall be bound to the said Complainants
free and clear of all mortgages and claims by them or any person
or persons claiming by, through or under them or either of
them in any manner whatsoever but in default of the said
Complainants paying unto the said Agard, Defendants as aforesaid
what shall be so Certified to be due for principal and interest
and taxes and interest as aforesaid, at such time and place as
aforesaid, it is ordered that said Complainants do from thence
forth stand dismissed out of this Court with costs to be taxed.

And afterwards to wit on the Thirtieth day of November
(being one of the days of the November term of said Court) in the
year of our Lord One thousand eight hundred and fifty eight,
the following further proceedings were had in said cause and
enter of record in said Court, to wit,

Charles Haven and

Isaac M. Sprague

(vs)

Bills

William B. Ogden

and Charles Butler

And now at this day again comes the
said Complainants in person and on their Motion leave is
granted to the said Complainants to insert the names of S, G,
J. Kper as Master in Chancery in the Decree heretofore entered
in this cause and that the same be affirmed by Decree
aforesaid.

And thereafter to wit on the fiftenth day of June A.D.
Eighteen hundred and fifty nine, came the said Master in Chancery
and filed in the Office of the Clerk of said Court, his Report in said
Cause: Which said Report is in the words and figures following,
to wit.

Master's Report

'State of Illinois
Cook County...

Carlos Haven is

_____ (u) _____

1859.

William B. Ayers is

In the Matter of the Estate of William B. Ayers
Trustee

In pursuance of a Decree of Court entered in the above
intitled cause for which it was referred to me to take proof of the
material facts and allegations set forth in the Bill of Complaint in
file and compute the amount due upon said Mortgage & also
report &c.

I L. C. Jones Trust Master in Chancery of Cook County,
in the State of Illinois do hereby report that on the 14th day of
February A.D. 1859 at my Office in the City of Chicago appeared the
said parties by their Solicitors, at which time and place I presented
to a hearing and examination of the matters embraced in said re-
ference

Franklin Hathaway a witness produced and sworn in the first

and behalf of said Defendant pays as follows - I am 40 years of age or thereabouts. My occupation is that of a Clerk and Cashier in the Office of Ogden, Greenwood & Co of Chicago and reside in Chicago. I am acquainted with all the parties to this suit except the Complainant Green. I know the Land in question by its description, and as described in the Mortgage aforesaid & found to be the same. I have been in the Office of Ogden, Greenwood & Co. and Ogden & Co. since during all the time I have been engaged in the Office of said firms, they being in the Real Estate business and it has been my business to perform the payment of the taxes on all Lands in which they or their clients were interested, and among the Lands upon which I have paid taxes, are the Lands in question - the taxes have been paid from one Office or another Land every year commencing from the year 1851 to the year A.D. 1854 both in the year 1851 and 1854 I have paid for taxes on the same. I have also set down in the Statement made by me in this case, and made part of this my Deposition, a list of the taxes paid by the Master in Chancery Exhibit 1. I have also set down under each of said items of taxes paid by me on the same at Six per cent per annum from the date of payment down to the 1st day of February 1854. I have also set down under each of said items of interest the usual and ordinary charges for paying said taxes, which sums so entered as charges were actually charged to the Defendant Ogden & Co to the owners of the Hunter property of which the property in question formed a part, and the same charges so made were attended from time to time and paid by the owners of the Hunter property.

There are also three other items charged in said Exhibit of items of Cash paid by our Office to purchase two Certificates of Sales of interests in the land in question for taxes of the year A.D. 1841 purchased by William B. Agnew at Tax Sale. The interest on the amount such Tax Sale and the expense of taking out the Tax Deed is added to the amount of said payment together with commissions for attending to the same. The receipts for said payments are in evidence and are attached to the other receipts.

I swore to and subscribed to the foregoing before me this 4th day of February 1859.

February 1859 . . .

L. L. Paine

Notary Public

City of New York

Facts alleged by the title are admitted by the Answer of the Defendant Agnew that on or about 1st day of February A. D. 1835 Jeremiah Torrey made his Acquittance of Mortgage of last act after paid to the said Simon J. Hume to secure to him the payment of \$290. - in three equal annual payments to be made from the 1st day of February 1835 - the first annual interest from said day at seven per cent, and that said Mortgage was recorded in the Recorder's Office of Cook County Sept. 6, 1835 - that the defendant William B. Agnew paid or caused to be paid the taxes on the premises in question from A. D. 1841 to A. D. 1847 inclusive.

1859

June 1. Amount due at this date from Complainants to the Defendants upon said Mortgage Principal and interest for taxes paid and interest thereon \$48

Principal sum of the Mortgage Debt \$ 290 . 00

Interest thereon for 20 years and 11 months at 7 per cent 112 . 76

Taxes paid on the Land in question as above and

interest thereon to February 1, 1859 as per Exhibit 513 . 55

A. Herewith returned }

Ans: on above last above from February 1, 1859 to

June 1, 1859 \$ 12 . 24

1859

June 1. Amount of Mortgage Debt Principal and taxes & interest to this date \$1325 . 55

From the evidence before the court it appears that in order to obtain an entered decree directing the payment of the balance due to the said Defendants of the amount of principal and interest and taxes and twenty eight \$1000 (\$1325) June 1, 1859 until paid in full mortgage premises as against the Mortgage Debt and taxes and all Taxes and disbursements principal and interest thereon up to said first day of June 1, 1859.

Attest which is per jury submitted

L. B. Davis & Sons

Master in Chancery

Court Co.

Chicago June 1st 1859.

Exhibit 1.

Account of Taxes paid by Agnew & Jones and their Successors on an undivided half of $\frac{1}{2}$ of Sec 3 and of the whole of Sec 10 in Town 39. N of range 12 & in book 10: with Interest from time of several payments to February 1, 1859 @ 6% & commissions for paying same.

Feby 1. 1843

Paid taxes of 1842 on Und^d $\frac{1}{2}$ of Sec 3

16 50

13 16

84

53

Deduct taxes over

84 \$ 25 96

Decr 1. 1843

Paid taxes of 1843 on Und^d $\frac{1}{2}$ of Sec 3

15 94

Interest on the above @ 6%

11 55

5% bond for bank paying

50

31 50

Deduct taxes over Und^d $\frac{1}{2}$ of Sec 3

9 13 \$ 22 14

Decr 1. 1844

Paid taxes of 1844 on Und^d $\frac{1}{2}$ of Sec 3

6 33

Interest on the above @ 6%

10 65

15 94

Interest on the above @ 6%

13 54

5% bond for bank paying

50

30 54

Deduct taxes over Und^d $\frac{1}{2}$ of Sec 3

8 85 \$ 21 49

Decr 1. 1845

Paid taxes of 1845 on Und^d $\frac{1}{2}$ of Sec 3

6 08

Interest on the above @ 6%

12 14

18 25

Aug 13 1/2 yrs @ 6 1/2 141.33

5 1/2 Cents for hauling 90

33.148

Product carcass over land 1/2 being 4/24 lbs

9.16

23.42

Nov 21, 1845. Paid losses of 1845 on land 1/2 of 1/2 3 6.36

1/2 10 12.92 19.148

at 12 1/2 cents @ 6 1/2 141.12

5 1/2 Cents for hauling 90

33.148

Product carcass over land 1/2 being 4/24 lbs

10.15

24.14

Jan 18, 1848. Paid losses of 1847 on land 1/2 of 1/2 3 11.15

1/2 10 8.16 19.34

at 12 1/2 cents @ 6 1/2 141.12

5 1/2 Cents for hauling 90

20.95

Oct 31, 1848 Paid losses of 1848 on land

6.36

22.02

The losses found for 1849.

Apr 28, 1851 Paid losses of 1850 on land 1/2 of 1/2 3 11.10

1/2 10 34.92 49.02

at 7 yrs 9 2/3 mos. @ 6 1/2 22.99

5 1/2 Cents for hauling 2.45

46.46

April 1, 1852 Paid taxes of 1851 on Nov 42 of S 42 3 4.84
 " 1/2 " S.W. 10 20.49 28 33
 Int 6 yrs 10 mos @ 6% 11 62
 5% bond for paying 1 40 41 33

April 20, 1853 Paid taxes of 1852 on Nov 42 of S 42 3 8.01
 " 1/2 " S.W. 10 21.22 29 23
 Int 6 yrs 10 mos @ 6% 2 46
 5% bond for paying 3 3 38 13

April 22, 1854 Paid taxes of 1853 on Nov 42
 " 1/2 " S.W. 10 22.22 30 25
 Int 6 yrs 10 mos @ 6% 3 16
 5% bond for paying 4 3 43 20

April 16, 1855 Paid taxes of 1854 on Nov 42
 " 1/2 " S.W. 10 23.22 31 26
 Int 6 yrs 10 mos @ 6% 4 96
 5% bond for paying 1 10 37 96

April 4, 1856 Paid taxes of 1855 on Nov 42 of S 42 3 14.40
 " 1/2 " S.W. 10 34.14 48 34
 Int 6 yrs 10 mos @ 6% 8 16
 5% bond for paying 2 40 59 13

April 1, 1857 Paid taxes of 1856 on Nov 42 of S 42 3 9.81
 " 1/2 " S.W. 10 24.85 34 44
 Int 6 yrs 10 mos @ 6% 3 81
 5% bond for paying 1 76 40 30

1. 31. 1838	Pair of 1834 or 1835 of	1/2	5	26. 46	
	" 42 " 1835	10		55. 86	81 42
	Out 10 mts. @ 6%				4 08
	5% same for 10 mts				4 10
					89 50

1. 31. 1838	Pair of 1834 or 1835 of	1/2	2 P	8. 48	
	Pair of 1835 of	1/2	10 S P	16. 118	24 46
	10 mts. @ 6%				21 21

Pair of 1834 or 1835 of	1/2	2 P	8. 48	
10 mts. @ 6%				21 21

Commission attending to 1834 and 1835				3 00
and 1836				3 00
and 1837				3 00
and 1838				3 00

Pair of 1834 or 1835 of	1/2	2 P	8. 48	
10 mts. @ 6%				21 21

for 1834 or 1835				10 39
N. R. 12 Co.				par
Pair of 1834 or 1835				10 39

And afterwards to wit on the twenty third day of July, (one of the days of the July term of the said Superior Court of Chicago, formerly the Cook County Court of Common Pleas) in year of our Lord one thousand eight hundred and fifty three, the following proceedings were had in said cause and entered of record in said Court to wit:

" Carlos Hernandez

Isaac M.

Chancery

— (w) —

William B. C.

Charles Bust

And now again comes said Complainants in person and file herein the Report of the Master in Chancery in this Cause And thereupon on Motion of said Complainants It is ordered that said Report of the Master in this Cause be confirmed unless and to the contrary be shown by Three o'clock P.M. of this day.

And now at Three o'clock P.M. again comes said Complainants in person and no Cause being shown to the contrary as required by the Order of the Court made and entered in this Cause this morning on filing the Master's Report herein. It is on Motion of said Complainants Ordered that said Report do in all things stand ratified and confirmed.

And now come the Defendants and pray an Appeal to the Supreme Court of this State, which is allowed on Condition of

Defendants filing with the Clerk of this Court an Appeal Bond in the form required by law, within Thirty days from this date. in the penal sum of One thousand dollars with Nathan D. Ogden as surety.

And thereupon accordingly on the nineteenth day of August A.D. Ogden furnished such fifty nine and the said Defendants are filed in the office of the Clerk of said Court, their Appeal Bond in said cause: Which said Bond is in the words and figures following to wit

"Know all Men by these Presents That we William D. Ogden and Charles Butler as principals and Nathan D. Ogden as surety, all of the City of Chicago in the County of Cook and State of Illinois are fully and lawfully seized of and possessed of and have in our power of the sum of One thousand dollars of lawful money of the United States and the said Charles Butler and Nathan D. Ogden as administrators or assigns for and in behalf of the said William D. Ogden and Charles Butler have made and caused to be made and caused to be made and caused to be made and caused to be made by these presents.

The Condition of this obligation is such that whereas said William D. Ogden and Charles Butler have this day an Appeal to the Supreme Court of Illinois for the Third Division at the next Term thereof to be holden at Ottawa, on the third Monday of April next A.D. 1860 from the judgment of the Superior Court of Chicago, Illinois, in a certain cause

Chancery pending in said Court wherein said Carlos Harris & Isaac M. Sprout are Complainants and said William B. and Charles Butler are Defendants, entered at the July Term 1859 of said Superior Court of Chicago.

Now if the said William B. Agnew and Charles shall duly prosecute their said Appeal and pay all costs & damages incurred by said Carlos Harris and Isaac M. Sprout by reason of their appeal, the Court shall so affirm the said judgment and decree and the same shall remain in full force and effect.

Witness my hand and seal this Twenty third day of July 61

William B. Agnew
Charles Butler
Isaac M. Sprout
Wm. B. Agnew
Charles Butler
Isaac M. Sprout
Wm. B. Agnew
Charles Butler
Isaac M. Sprout

Charles Butler &
William Byden

"

Charles Haas &
Isaac M. Green

Appeal from Superior Court
of Chicago

And now the said Charles Butler and
William Byden come and say that there is manifest
error in the record & proceedings aforesaid in that to
wit that the Court below did not render a decree
dismissing the defendants bill, and
in rendering a decree for said complainants
when they were not entitled to the same.
Wherefore the said Butler & Byden pray that
said decree be set aside and that
that they might be restored to all things
which they have lost.

My Atty
O Brokaw

And the said defendants come & say there is no such error in the said
record & proceedings as the said plaintiffs have alleged &c

Williams atty for defts

266
Illinois
County.

Superior

Record.

4

1844

Permanently
10.