Ans 193 I saw him standing near the door, or at the door or in the door.

Int 18. Did he not go into said Office with you and Mer Schonhoven and were you not all there in the room together

Ans. As near as I can recollect I went in first Mer Schonhoven came in. and this Man Mer Schonhoven how as I suppose came in right behind him. I did not notice particularly how he stood or what distance from the door, but near by.

Int 19. Was you not instructed by the complainant Mary S Pratt and by the complainants counsel prior to your making said tender. to note and remember particularly all that was said and transpired between you and Mer Schonhoven at the time you should make such tender

Ans. I was not instructed by the complainants counsel, but was instructed by Mary S Pratt to tender to him the said $26.00 and the deed for him and his wife to Execute, further if he did not chose to receive the $26.00 to pay to Mer Schonhoven to avoid litigation that she would pay him $44 more

upon his Executing the said deed

Int 21. 194 I asked you if you was not instructed by Mary L Pratt and by the Complainants Counsel to note particularly all that was said and that transpired between you and Mr Schonhoven when you should make him the tender you have above referred to, will you please answer that question

Ans. I answer I was not instructed by complainants Counsel at all in reference to said tender, but was instructed by Mary L Pratt only to pay to Mr Schonhoven that I had $26.00 for Mrs Pratt to pay said Schonhoven on said farm and if he chose not to receive that amount to offer to him $44 more to avoid further litigation and ask him to Execute the deed I had for him to do

Int 21. Again I will ask you if you was not instructed by Mary L Pratt and by the Complainants Counsel, to note particularly all that was said and that transpired between you and Mr Schonhoven at the time you should make said tender, will you be kind Enough to answer that question

Ans I was not further than I have stated

Int 22. Was the conversation that took place between you and
195 Mer Schoonhoven at that time carried on in the ordinary
tone of voice, and was the whole conversation spoken in
the same tone

Ans I thought it was, and as near as I can recollect in the
same tone

Int 23. Will you please to state the whole of the conversation
carefully that occurred in Waldrons office at that time
beginning at its commencement, and using the Exact words
spoken by Each of you as nearly as you can (Objected)

Ans. I paid to Mer Schoonhoven. I have some money for you
for Mrs Pratt to pay on his farm $26.00. Mer Schoonhoven
replied that was not as they had talked. I said to
him, I have a deed here for him to Execute and to
avoid further litigation I would pay him $44 more
Making $2644. Mer Schoonhoven replied, he had
no objection to receiving the money, would not refuse
money, but he would Execute no deed. I took out
some of the money and was ready to count it to him -
said he would Execute no deed, turned around
and walked towards the door, and he and the other
man went out - I marked the deed, that is all that I
remember

Int. 24. Have you in your last answer told all that occurred in said Waldron Office at that time and have you used the very words then and there spoken as nearly as you can.

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Ans I have told all that I recollect or the same words or the effect as near as I now recollect.

Int 25 Have you considered carefully the facts stated in your answer to the 23d Cross Interrogatory above, so that you now feel confident that you have stated the facts therein referred to fully and correctly, and are willing to swear to the same. (Objected)

Ans I have sworn to the facts as near as I now recollect

Int 26. Do you swear positively that you said to Schonhoven when you first went into said Waldron Office "I have some money for you for Mr Pratt to pay on his farm $26.00" and Mr Schonhoven replied "that was not as they talked"

Ans. As near as I can recollect

Int 27. Will you swear positively that you then said to him "I have a deed for him to Execute and to avoid further litigation I would pay him $44 more

making £2644" and that Mer Schoonhoven replied "he had no objection to receive the money. would not refuse the money, but he would Execute no deed"

(Objected)

Ans. I say that to avoid further litigation I would pay him £44 more [making £2644 I was ready to Count him out the money] I have a deed for him here to Execute ~~he had no objection or something to that Effect I can not word it Exactly but think he had no objections to receive the money, or would not refuse money~~. but he would Execute no deed, that is as near the answer as I can answer it, as I have before stated

(These Erasures and interlineations was made in reading to the witness before signing

JB Wells)

Int 28. Will you now please to state, whether or not you will, ~~I mean~~ state positively, that you then said to Mer Schoonhoven, "I have a deed here for him to Execute, and to avoid further litigation I would pay him £44 more making £2644" and that Mer Schoonhoven replied "he had no objection to receiving the money, would not refuse the money, but he would Execute no deed" (Objected)

Ans. I said to Mer Schoonhoven, that I would pay him £44 more making £2644. & that I was ready to Count it out to him. I have a deed for him to Execute, he would

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Execute a deed, ~~to avoid further litigation, that I had a deed here for him to Execute, he paid he had no objection, or would not refuse money, but he would Execute a deed~~ — I place the words as near now as they occurred and in the same manner as I now recollect

(. These interlineations & Erasures was made on reading to the witness before signing CB Wells)

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Intr 29. Will you swear positively that at the time referred to in Mr. Waldrons Office, Mr. Schoonhoven & you had the Conversation, you in your last answer repeated for the third or fourth time (Objected)

Ans. I think my last answer, as far. I say as that is Expressed is as near as I can now word it

Intr 30. Will you swear positively, that you said to Mr Schoonhoven at the time referred to in Mr Waldrons Office, "I have a deed here for him to Execute and to avoid further litigation, I would pay him $44 more making $2644 or Even that you said words to that Effect—

(. Objected)

Ans. I will swear, that I would pay him or give him $44 more to avoid further litigation making $2644 that I have a deed here for him to Execute & would

to that Effect

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Int. 31. Do you recollect that you have proven solemnly, that you would answer the questions here propounded to you

Ans. I do.

Int. 32. Will you be kind Enough then, to answer whether or not you will swear positively, that at the time referred to in Mr Waldrons Office you said to Mr Schoonhoven "I have a deed here for him to Execute, and to avoid further litigation I would pay him $44 more making $2644", or Even that at that time you spoke words to that Effect

(Objected)

Ans. I will not swear that they were so arranged

Int. 33. Will you or will you not answer positively, whether words to that Effect, whether Exactly so arranged or not, were then and there spoken, by you to Mr Schoonhoven, if you will please state now whether those words, or words to that Effect were so spoken by you

(Objected)

Ans I will say ~~that~~ those words, or most of them were spoken by me to said said Schoonhoven but not arranged in that way

Int 54. If not in that way, then how were said words arranged

Ans. I said to Mr Schonhoven I would pay him $ 44/
200 more to avoid further litigation making $ 264/
{I was ready to count out the money to him, I took the money out of my pocket, put my right hand into the bag and took out some of the money}. I have a deed here for him to Execute, ~~& paid he had no objections, or would not refuse money~~. would Execute an deed
(There erasures or interlineations made in reading to the witness before signing O.B. Wells)

Int 55. Do you swear that at that time you took out or offered to Mr Schonhoven any money

Ans I do.

Int 56 Will you please state what you took money out of, how much you took out, and how you offered it to Mr Schonhoven, I wish you to state carefully, distinctly and particularly

Ans. I took a bag something like a shot bag out of my pocket put my hand into the bag, took out a handfull or more, said I was ready to Mr Schonhoven, to count it to him, I have a deed here for him to Execute, he

201 would Execute a deed, he turned around and walked out of the room, said something I did not understand.

Int. 37. Were you there standing near any table, and did you put any of that money out of your hands, or there any of it to Mr Schonhoven or his Son,

Ans. I took out a handful out of the bag into my hand showed it to Mr Schonhoven, do not know as his Son saw looking at it or not, Mr Schonhoven turned around, walked out, he and his Son out of the office and said something, did not understand,

Int. 38. Was there any thing to prevent Mr Schonhoven Son from seeing said money that you took out into your hand had he been paying attention to what was passing between you and Mr Schonhoven

Ans. His Son stood the other side of Mr Schonhoven from me. near the door, do not know as it hindred him from seeing the money if he had been looking at me

Int. 39. In which hand did — have the money

Ans In my right hand took it out of the bag

Int. 40. Was you standing near or facing any table or desk

Ans. I was standing near a table or desk and was
202 facing a table or desk

Int 41. Did said table or desk stand on the front side of said Office near the door

Ans. It stood near on the side next to the Street. I do not know whether it is front side or not.

Examination adjourned until Tuesday morning at 8 Oclock A.M. Chas B Wells

Int. 42. Did you place the bag containing the coin which you have spoke of, as having been taken out by you at Waldron Office on the desk or table you have mentioned, if not what did you do with it while you had your right hand full of money.

Ans I held the bag in my left hand put my right hand into the bag took out the coin with my right hand, while standing near the desk or table

Int. 43. State the reason upon which you base your judgment that said lands are worth $4 per acre

Ans. The location, the quality and richness of the tilling soil
203 and the value of the timber on the timbered land
located so near a market as Elgin, and the amount
of timber on said timbered land and the amount of the
same, also a quantity of limestone on said land and
the water for stock and other uses,

Int 44. Do you swear that there is now timber on said land
I mean timber and not the young growth,

Ans. I say there is some timber, beside the young growth

Int 45. Did not the complainant Mary L. Pratt cause to
be cut and taken from said land during the month of
December 1858 and January and February 1859 a fine
growth of Sugar Maple timber and trees Constit-
uting by far the most valuable part of the timber
thereon

Ans. She did not by far the most valuable

Int 46. Is the money you have spoken of as having been tendered
to Schoonhoven at Waldron office still in your
hands. if not when was it taken from your possession

Ans It is not in my hands. I gave it to Mrs Pratt soon
after I tendered it to Mr Schoonhoven. She put it

in the Elgin Bank as she informed me, and took it out again some two weeks afterwards, gave it to me and I put it into a Bank in Chicago. it remained there until last thursday, I gave it my Counsel, her Counsel on the same day. I do not mean to say my Counsel but her counsel,

Int. 47. Was the conversation between you, Mrs Pratt, Mr Schoonhoven and Mr Colby which you have referred to in answer to the 35th direct interrogatory above, spoken in the presence and hearing of the other persons whom you say attended said sale

Ans. It was the most of it as near as I can recollect

Int. 48. Did you not prior to said day of sale hear Mrs Pratt frequently tell different persons, that said sale would not take place, that it was illegal and would not be good, or words to that effect,

Ans I do not remember particularly, if I heard her say any thing prior to the sale it was to this Effect, that she did not believe they would dare to sell it on said notice

Int. 49 Did you frequently hear her say that to different persons

Ans. I could not say that I heard her pay it to any person

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Int 58 Have not the said Complainants other lands lying adjoining the tract mentioned in said trust deed & comprising a part of the said farm. If yea state how much & whether Timber or Prairie Land, or both

Ans They have other land, 50 acre adjoining said farm some 12 acres prairie land the balance in young growth of Timber mostly, seperated from the other farm

Direct Examination resumed.

Int. 59. Do you know any reason why the Complainants rented the house that you refer to as they renting one half mile south of the farm in the year 1858 if yea state (Objected)

Ans. All the reason that I know, was that they leased or rented to another person to work said farm, with the privilege of occupying said house on the said farm, and thought it would be cheaper to hire said house than to live in the City of Elgin with his family.

Int 60 Is there a valuable Stone quary on the said farm

Ans. I think there is,

Int 41. 206 Was it, and is it being marked

Ans It has and is being marked

Int 42. Did you invite young Schoonhoven to go into the Office of said Waldron with his father, at the time you asked his Father to go up with you (Objected)

Ans. I did not

Int 43. Did any person invite or request him to go up (Objected)

Ans Not any body in my hearing

Int. 44. Would have been likely to have heard his Father invite him or ask him to accompany him if he had done so

Ans I think I would, for I stood near to him -

Int 45 In ~~the~~ your answer to the 48th question you speake of Mrs Pratt stating that she thought that they would not sell the farm under the notice &c, state what notice she referred to, and also whether at the same time and in the same Conversation, she did not state

207 that paid Schoonhoven had repeatedly agreed to Extend the time for one year on paying to him the interest in advance which he claimed which was $ 400, but when she offered to pay him the money which he had agreed to take as above stated, he would then fly from his agreement and refuse to accept it—
(Objected)

Ans. As I have heretofore stated, I could not say positively what she did pay in reference to said Sale under said notice being printed in the Elgin Gazette but have repeatedly heard her say and has always said in my hearing whenever she said anything in reference to paying Mr Schoonhoven the interest being $ 400 She said he would always back from his agreement in Extending the payment of the principal + interest on the next year as he had agreed with her

The Interrogatories + answers have been read and the Complainants Solicitors proposes to put more interrogatories to which the defendants by their Solicitor objects,

Int. 46. Did you Ever see the Complainant Philemon B Pratt write and do you know his hand writing if you state

Ans I think I have seen him write + I think I know his

Handwriting

Int H.J. 208 Look at this Promissory Note and Warrant of Attorney thereunto attached, also the Mortgage attached to the same, (Handing them to the witness + designated as Exhibits "B" & "C") State whether the signature of said Pratt where it appears on the said instruments as the maker of the same is in his handwriting

Ans I think that is his handwriting Russell Grimes

State of Illinois }
Kane County }

I Charles B. Wells. Master in Chancery of the Kane County Circuit Court of the State of Illinois, do hereby certify that the foregoing depositions of Orlando Davidson, W. F. Tillotson, Marcus P Rowland, Increase L Bosworth & Russell Grimes were taken before me on the days mentioned in the Caption thereof; the witnesses were first duly sworn by me, the Interrogatories and the Answers thereto were by me reduced to writing, and after such deposition was so taken, was carefully read to the witnesses and then by them subscribed and sworn to after being so taken.

Done at my Office in Geneva

209 in said County, as Witness my hand this 6th day of February A D 1860.

Chas B. Wells

Master in Chancery of the Kane Co Cir Court

Masters fees for taking this deposition $40

Cook County Circuit Court

Philimon B Pratt
and Mary L. Pratt
"
James Schoonhoven
Smith Carford
and Edward Scofield

= In Chancery

To the defendants in the above Entitled suit. Sirs: Please to take notice that I shall appear before Charles B. Wells Esq Master in Chancery of the Kane County Circuit Court, on the second day of February A D. 1860 at ten O clock of the fornoon at this Office in the Village of Geneva Kane County and State of Illinois to take the depositions of James S Taylor Orlando Davidson. Increase C Bosworth, Russell Grimes Marcus P Rowland. S. Waldron. William A Pratt James Cade and other witnesses to be produced and sworn and Examined before said Master on behalf of

the plaintiffs in the above Entitled cause, and the depositions of said witnesses when taken to be used in the trial of the above Entitled ~~cause~~ suit in the said Cook County
210 Circuit Court on the Chancery side thereof, on behalf of the said Complainants

Geneva Jan 20th 1860.

J. H. Mayborne
Solicitor for Compts"

I hereby admit service of notice of a Copy of the above
Jany 20th 1860.

Silvanus Wilcox
Sole for deft

Exhibit. A.

Elgin Jany 11th 1859

P. B. Pratt Esq

Dr Sir, By request of Mrs Pratt I Enclose you a Note & Mortgage for which she wants you to sign & acknowledge and return the same by the 25th of this month — The Farm will be sold on the 31st day of this month unless you get the papers here in time — I think you had better come home and arrange the business as it can be done & we will have the sale continued for a year by paying the interest & giving new papers — have the Mortgage acknowledged before some Judge so that it will be legal in this State You will please attend to this without delay for the sale will

not to be continued unless you have the papers here or come yourself & see to it — Mrs Pratt has done all in her power to arrange matters but thus far has been unable to accomplish anything

Yours &c. John S. Riddle
for Mrs Pratt

Exhibit B.

$2400,00 Elgin. January 10th 1859

On the twenty second day of December next after date for value received I promise to pay to James Schoonhoven or order the sum of Twenty four hundred dollars with interest after maturity if not then paid at twenty five per cent.

P. B. Pratt

Know all men by these presents, that whereas the subscriber is justly indebted to James Schoonhoven upon a certain promissory note bearing Even date herewith, for the sum of Twenty four hundred dollars, made payable to the said James Schoonhoven or order, and due on the twenty second day of December A.D. 1859.

Now therefore in consideration of the premises, and of the sum of One dollar to me in hand paid by the said James Schoonhoven, the receipt whereof is hereby acknowledged, I do hereby make Constitute and appoint Silvanus Wilcox or any Attorney in any

Court of record, to be my true and lawful attorney, irrevocably for me and in my name place and stead, to appear before any Court of Record in term time or vacation, in
212 any of the States or Territories of the United States, at any time after the said note becomes due, to waive the service of process, and confess a judgment in favor of the said James Schoonhoven or his assignee or assignees, upon the said note for the above sum, or for as much as appears to be due according to the tenor and effect of said note, with interest thereon together with costs, also for Seventy five dollars attorney fee to be added to the amount due on Entering up said judgment; also to file a Cognovit for the Amount that may be so due, with an agreement therein that no writ of Error or appeal shall be prosecuted upon the judgment Entered by virtue hereof, nor any Bill in Equity filed to interfere in any manner with the operation of such judgment, and to release all error that may intervene in Entering up said judgment, or issuing the Execution thereon, and also to consent to immediate Execution upon such judgment, hereby ratifying and confirming all that my said attorney may do by virtue hereof.

Witness my hand and seal this Tenth day of January A D 1859

In presence of.

P B Pratt (Seal)

Exhibit "A"

This Indenture made this tenth day of January in the year of Our Lord One thousand Eight hundred and fifty nine Between Philimon B. Pratt & Mary L. his wife of the town of Elgin County of Kane and State of Illinois party of the first part, and James Schoonhoven of the County of Cook and State aforesaid party of the second part. Whereas the said Philemon B Pratt one of the party of the first part is justly indebted to the said party of the second part, in the sum of Twenty four hundred dollars, secured to be paid by one certain promissory note of Even date herewith Executed by said Philimon B Pratt to said James Schoonhoven for the sum of Twenty four hundred dollars due and payable to said Schoonhoven or order on the twenty second day of December A D. 1859.

Now therefore this Indenture witnesseth that the said party of the first part for the better securing the payment of the money aforesaid with interest thereon according to the tenor and effect of the said promissory note above mentioned; And also in the further Consideration of the further sum of One dollar to them in hand paid by the said party of the second part at the delivery of these presents, the receipt whereof is hereby acknowledged, have granted bargained sold and conveyed, and by these presents do grant bargain sell

and convey, unto the said party of the second part his heirs and assigns forever, all the following described lot, piece or parcel of land situated in the County of Kane & Brook, State of Illinois to-wit—

214 Commencing at a point where the Base line strikes the East Bank of Fox River, thence East on said baseline to the land formerly owned by Thomas Schomhoven — thence South to the land formerly owned by said Thomas Schomhoven on the bank about one hundred rods — thence west following the north lines of the lands formerly owned by said Schomhoven and one Thorn Brook, to the said Fox River — Thence North along the Bank of said Fox River to the place of beginning, as per deed of one Welch to said Pratt dated March the Third A D 1853,

To have and to hold the same together with all and singular the Tenements Hereditaments. Privileges and appurtenances thereunto belonging or in any wise appertaining; and also all the Estate interest and claim whatsoever in law as well as in Equity, which the party of the first part have in and to the premises hereby conveyed unto the said party of the second part his heirs and assigns, and to their only proper use benefit and behoof — Provided Always and these presents are upon the Express Condition, that if the said party of the first part, their heirs, Executors

215 or administrators, shall well and truly pay or cause to be paid to the said party of the second part, his heirs Executors, administrators or assigns, the aforesaid sum of money with interest thereon, at the time and in the manner specified in the above mentioned promissory note, according to the true intent and meaning thereof, then and in that case these presents and everything herein Expressed, shall be absolutely null and void, But it is further provided and agreed that if default be made in the payment of said Promissory note or any part thereof Either of principal or interest on the days whereon the same shall become due and payable the whole of said principal and interest, secured by the said promissory note in this Mortgage mentioned shall thereupon become immediately due and payable, and this Mortgage may be immediately foreclosed to pay the same, By said party of the second part his heirs Executors administrators or assigns, or the said party of the second part his heirs Executors administrators or assigns after publishing a notice in any newspaper printed in the City of Elgin Kane County State of Illinois Thirty days before the day of such sale, may sell the said premises and all right and Equity of redemption of the said Philinna Pratt Mary L Pratt party of the first part their heirs and assigns therein, at Public Auction on the

premises to the highest bidder for cash, at the time mentioned in such notice; and the said party of the first part hereby specially covenants and agrees to and with
2/6 said party of the second part to waive his right of Equity and redemption and further agrees that he will neither assert or claim any such right on a sale of the property mentioned herein by virtue of this Mortgage, And the said party of (torn off) Execute & deliver to the purchaser or purchasers thereof, a deed or deeds for the premises so sold; and out of the proceeds of such sale incurred in advertising and selling said premises, also the principal and interest due on said Promissory note Note contained to the contrary notwithstanding -

- arty of the first part hereunto set their hands and seals the day and year first above written

P. B. Pratt. Seal
Seal

Exhibit "D"

This Indenture made this 26th day of December in the year of Our Lord One thousand Eight hundred and fifty nine Between James Schoonover and Jane his wife of Hanover County of Cook and State of Illinois party of the first part and Philemon B Pratt of Elgin County of Kane and State of Illinois party of the second part

Witnesseth that the said party of the first part, for and in consideration of the sum of Two thousand five hundred dollars to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged have remised, released, conveyed and quit claimed and by these presents do remise, release, convey and quit claim, unto the said party of the second part, his heirs and assigns forever, all the right, title, interest claim and demand which the said party of the first part have in and to the following described lot or parcel of land, situate lying and being in the County of Kane and State of Illinois, to=wit,

Commencing on the South line fourteen Chains and sixteen links (14-16 ch) North of the South East corner of Section Nº one (1) of Township Nº forty one (41) North of Range No Eight (8) East of the third principal Meridian of the United States Surveys—

Thence running west along the north line of T Brooks farm forty three Chains and twenty five links (43-25) to the East banks of Fox River— Thence Northeasterly along the East banks of Fox River to the North line of said section one thence East along the north line of said section one fifty Eight Chains and seventy links (58-70) to a stake at the north west corner of land owned by Thomas Schoonhoven, the same being six Chains

and forty one links. (6-41) East of the fourth East Corner of Section thirty-five of Township forty two North of Range Eight East. thence
218 running South ten & a half degrees ($10\frac{1}{2}^{0}$) west twenty nine Chains and seventy links. (29-70) to a stake at a Corner of said Thomas Schoonovers land Thence west twenty five Chains & thirty Eight links (25-38) to the place of beginning. Containing One hundred and Eighty five and $\frac{40}{100}$ Acres more or less,

To have and to hold the same together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the Estate right title interest and Claim whatsoever of the said party of the first part. Either in law or Equity. to the only proper use benefit and behoof of the said party of the second part — heirs and assigns forever

In testimony whereof. the said party of the first part have hereunto set their hands and seals the day and year first above written

Signed Sealed & delivered _____ Seal
in presence of _____ Seal

219 And afterwards, to wit: at the March Term of said Court, to wit: on the 13th day of March A.D. 1860 the following proceedings, among others, were had and entries of record therein, to wit:

Philemon B. Pratt & Mary L. Pratt
vs
James Schoonhoven Smith
Harford, & Edward Scofield
} Bill.

630
18188

This day come the said Complainants by Maybourn & Smith their Solicitors, and move the Court to suppress the depositions taken by the Defendants and on file in this cause.

And afterwards, to wit: at the same term of said Court last aforesaid, to wit: on the 14th day of March in the year last aforesaid, the following proceedings, among others, were had and entered of record, thereon, to wit:

Philemon B. Pratt & Mary L. Pratt.
vs
James Schoonhoven Smith
Harford and Edward Scofield
} Bill

630
18188

On motion of said Defendants Solicitors. It is Ordered that Defendants have leave to take the testimony of the Defendant Smith Harford, subject however to all legal exceptions.

a

And afterwards, to wit: at the same term of said Court last aforesaid, to wit: on the 4th day of April in the year last aforesaid, the following further proceedings
220 were had and entered of record therein in said cause, to wit:

Philemon B. Pratt & Mary L. Pratt,
630 vs
18188 James Schoonhoven Smith Harford and Edward Scofield } Bill.

This day come the said Complainants by Maybourn & Smith their Solicitors, and move the Court on affidavit filed, to suppress the depositions of witnesses taken by the defendants for reasons stated therein; and the Court, having carefully considered the premises and being now fully advised thereon, doth Order that said Motion be overruled, and the same hereby is overruled accordingly. Whereupon on motion of said Complainants Solicitor, no objection being made, it is Ordered that Complainants have leave to cross examine the witnesses mentioned in said depositions before said depositions shall be read as evidence in said cause.

And afterwards, to wit: on the 26th day of April in the year last aforesaid certain

which depositions were filed in the Court aforesaid to be read in evidence on the hearing of said cause, which depositions are in the words and figures following, to wit:

Philemon B. Pratt & Mary L. Pratt
vs
James Schoonhoven Smith
Hanford & Edward Scofield
} In the Circuit Court of Cook County
In Chancery.

Depositions of Adin Mann, Ellen Pratt, Jeremiah Crowley, William A. Pratt, George H. Renwick, William E Bent, Thomas Schoonhoven and Horace Bigg of the County of Kane and State of Illinois, witnesses produced, sworn and examined before John King a Justice of the Peace in and for the County of Kane and State of Illinois on the tenth, Eleventh, twelfth, sixteenth, nineteenth, and twentieth days of April AD 1865 at the office of the said John King in Elgin in said County and State aforesaid, on the part of the complainants, by by an agreement of the parties, to be used in a suit depending in the Cook County Circuit Court in the State of Illinois, between Philemon B. Pratt and Mary L. Pratt, complainants, and James Schoonhoven, Smith Hanford and Edward Scofield, defendants,

3.

Deposition of Adin Mann.

1 Interrogatory First: What is your name, age and place of residence; and what is your business?

222

To the 1st interrogatory, Deponent saith, My name is Adin Mann, Age 43 years, Residence Batavia Kane County. My business, mainly, for several years past, surveying—

2 Interrogatory Second: Do you know Philemon B. Pratt and Mary L. Pratt, Complainants in this suit? If yea, how long have you known them?

To the 2nd interrogatory, Deponent saith, I do know them, and have for several years past.

3 Interrogatory Third: Do you know the farm now occupied by them, about two miles from Elgin, and formerly owned by William Welch?

To the 3d interrogatory, Deponent saith, I do.

4 Interrogatory Fourth: Were you ever called upon to make a survey of the farm occupied by said Welch, by any person, and sold by the said Welch to said Pratt, and did you make one?

12

223 If yes, state when it was that you made the survey, and at whose request?

To the 4th interrogatory Deponent saith, I have been called upon to make a survey of said farm, I think by request of Mr Pratt and Mr Welch, but the precise time when, I do not now recollect. It was several years ago.

5 Interrogatory Fifth: Look at this instrument (handed to the witness) and attached to this deposition, and marked and designated in this interrogatory fifth as Exhibit "I" and state whether the filling up or description of the piece of land described therein, was filled up and made by you, and is in your hand writing, and is the plat of the piece of land on the back of the said deed and designated on said Plat as within the yellow coloring and containing one hundred and Eighty five acres and ninety one hundredths, the correct plat of the lands described in said instrument, the lands by you surveyed and platted by you at that time, at the request of said Welch and Pratt, and is the description in said instrument a correct description of said land?

C

To the 5th interrogatory Deponent saith. I have looked at the instrument. The filling up, or description of the land described therein, is in my hand writing, and was made by me, and the plat on the back of said deed is a correct plat of the land described in the instrument, and are the same lands surveyed by me at the request of Pratt & Welch,

224

6 Interrogatory Sixth: Is that a description of of the lands sold by said Welch to said Pratt & as you understood it from them at the time you made the survey?

To the sixth interrogatory Deponent saith. It is,

7 Interrogatory Seventh: At whose instance and request did you fill up said instrument, and draw the plat on the back of the same?

To the 7th interrogatory Deponent saith, It was at the instance of the parties if I rightly recollect.

8 Interrogatory Eighth: Do you know whether said William Welch is now living or not?

To the 8th interrogatory Deponent saith, I understand

225 that he is not. I am so informed.

9 Interogatory Ninth: Are you acquainted with the lands described in said Exhibit "I"?

To the 9th interogatory Deponent saith. I am.

10 Interogatory Tenth: What was the fair cash value of the same in the month of February 1859?

To the 10th interogatory this Deponent saith, ~~I am~~ according to the best of my Judgment, about thirty five dollars.

Cross Examination

1 Cross Interogatory First: Dont you know there was an error in the survey made by you, and mentioned in your answer to the fifth direct interogatory, which was the reason why said Exhibit "I" was not used by said Welch and Pratt in conveying said land?

To the 1st Cross-interogatory Deponent saith, I have no recollection of any error. I could ascertain whether there was an error by taking time to look this matter over.

2 Cross Interogatory Second: If there was no
error, can you explain why said Exhibit "D"
was not used by said parties in conveying
226 said land, and why the description of said
land as you have drawn it therein was never
after used in conveying or describing the same?
If you can, please do so.
To the 2d Cross Interogatory Deponent saith:
I have now no recollection of the reason why this was
not used.

3 Interogatory Third (Cross)
Are you willing then to swear positively that said
survey and description is correct. Now since dinner
can you swear positively?
To the 3d cross interogatory Deponent saith:
It is my impression that it is from the best of my recollection
and from what I can make out of the original minutes
of the survey.

4. Cross Interogatory Fourth.
Do you mean to be understood as swearing that you have
since our adjournment for dinner, figured over your original
minutes and from them find said survey accurate and the
amount of land therein mentioned correct.
To the 4th cross interogatory Deponent saith:
I have found the original minutes of the survey as made
at the time and also a Plat of the premises and the

figuring up of the contents and on examination can find no error in them. I believe the same to be correct.

5. Fifth Cross Interogatory.

Dont you recollect that Mr. Welch refused to convey by the discription in Exhibit "J" because it purported to convey more land than he had ever claimed or believed to be his.

To the 5th cross interogatory Deponent saith:

I have no recollection of the subject.

6. Sixth Cross Interogatory.

He did not convey by that discription, did he?

To the 6th Cross Interogatory Deponent saith:

I am not able to say.

7. Seventh Cross Interogatory.

Is your estimate of the value of said land as given above, based upon the condition of the premises at the time you surveyed them?

To the seventh cross interogatory Deponent saith:

It is mostly. I dont know, that I have been over the premises except over the road since.

Interogatory Eighth Cross.

8. If the house thereon has since been destroyed, a large portion of the most valuable timber including the maples been cut and carried off and the arable portion of the premises badly cultivated and allowed to become foul, would it not materially diminish the value of the farm?

To the 8th cross interogatory Deponent saith:

E.

I think it would considerably.

Adin Mann.

228 # Deposition of Ellen Pratt.

1. Interogatory First.

What is your name age and where do you reside?

To the 1st Interogatory Deponent saith:

Ellen Pratt. I am thirteen years old. I reside two miles North of Elgin.

2 Interogatory Second.

What relation are you to the Complainant Philemon B. Pratt and Mary L. Pratt.

To the second Interogatory Deponent saith:

Daughter.

3. Interogatory Third.

Do you know the defendants James Schoonhoven and Smith Hanford? If yea how long have you known them?

To the 3d Interogatory Deponent saith:

Yes Sir I do know him. I have known Mr. Schoonhoven I think about five years, Mr. Hanford not so long.

4. Interogatory Fourth.

Did you go with your brother William to James Schoonhovens on or about the twenty sixth of December A. D. 1858?

To the 4th Interogatory Deponent saith:

I did.

5 Interogatory Fifth.

Do yon recollect of James Schoonhoven calling upon yonr mother a day or two previous to yon going up to Schoonhovens with yonr brother? If yea, did yon hear any conversation between said Schoonhoven and yonr mother upon that occasion? If so, state all yon heard them say on that occasion fully.

To the 5th Interogatory Deponent saith: He did come to our house a few days before. He said he was afraid Ma wouldnt get the interest ready by the time he wanted it. Mother said she would send Willy up to Mc. Henry to see Mr. Wheeler, so as to be sure and get it. Mr. Schoonhoven said, if the interest was ready, 'twould be all right Thats all I heard them.

6. Interogatory Sixth.

Do yon recollect of the Defendant Schoonhoven and Harford calling on yonr mother a short time after Schoonhoven was at yonr mothers house and referred to by yon in yonr answer to the fifth interogatory. If so do yon recollect of hearing any conversation passing between yonr mother and them on that occasion. If yon do, state fully all yon heard said on that occasion between Schoonhoven, Harford and yonr mother.

Fr.

To the sixth ~~cross~~ interrogatory Deponent saith: Mr. Schoonhoven and Mr. Hanford called at our house a few days afterwards. I was not in the
230 room all the time. I was in and out. Mr. Hanford said he was afraid the interest would not be ready If it was it would be all right. I dont remember anymore that was said.

7. Interrogatory Seventh.

Do you recollect whether your mother had been unwell a few days prior to this and whether she had not entirely recovered then.

To the 7th Interrogatory Deponent saith: She had been unwell and had not entirely recovered then.

Ellen Pratt.

Deposition of Jeremiah Crowley.

1. Interrogatory First.

What is your name age and place of residence?

To the 1st Interrogatory Deponent saith: My name is Jeremiah Crowley. I am between fifty five and sixty. Dundee, Kane County.

2 Interrogatory second.

How long have you resided there?

To the 2d Interrogatory Deponent saith Between fourteen and fifteen years.

3 Interrogatory Third.

231 Do you know the Complainants Philemon B. Pratt and Mary L. Pratt, the Defendants James Schoonhoven, Smith Hanford and Edward Scofield? If yea how long have you known them?

To the 3d Interrogatory Deponent saith:

I dont know the last one, as I know of. I have known Mr. Pratt, and Mrs. Pratt it might be six or seven years. It might be betwixt ten and eleven years I have known James Schoonhoven & Smith Hanford

4. Interrogatory Fourth.

Was you at the office of S. Wilcox Esqr. in the City of Elgin on or about the tenth or eleventh day of January 1859? If yea, state what time of day you was there, who was there on that occasion.

To the fourth interrogatory Deponent saith:

I was there one time, I cant state the time. Mrs. Pratt was there and Mr. Hanford, James Schoonhoven. It was betwixt the hours of ten o'clock and two.

5 Interrogatory Fifth.

Do you know who came there first on that occasion the Defendants Schoonhoven and Hanford or Mrs. Pratt?

To the 5th Interrogatory Deponent saith:

I saw Schoonhoven and Hanford first and then I believe I went out and when I returned Mrs. Pratt

was in the office. and I think Mr. Schoonhoven I saw him in when I come back, or come in soon after.

6. Interogatory Sixth.

232 How long was you gone out of the office.

To the 6th. Interogatory Deponent saith:

It might have been about half an hour.

7. Interogatory Seventh.

Did you hear any conversations pass between the Defendants Schoonhoven and Harford and Mrs. Pratt on that occasion, if yea, state fully all you heard said and saw done on that occasion between them.

To the 7th. Interogatory Deponent saith:

I heard Mrs. Pratt asking the parties if they wouldnt do as they agreed (I think) yesterday. Something about money. I understood interest. And I believe, that Harford said, that they would take the money and endorse it on the article or Note And Mrs. Pratt replied that if they sold the farm, that they should return the money back to her and Harford said they wouldnt do it. Mrs. Pratt said then, that if the place was sold you'd have the money too. She wouldnt agree to it. She mentioned at the time that life was uncertain and wouldnt get no answer from some article they was writing there. I dont know what. Thats all I recollect. I didnt pay much attention to it

at all, what was going on.

8. Interogatory Eighth.

Did Mrs. Pratt on that occasion make any statements in reffrit to her being ready and willing to do precisely as they had talked and agreed the day before, in presence of J. C. Bozworth?

Objected to.

To the eighth interogatory Deponent saith:

She might, but I dont recollect nothing. I recollect she said something about J. C. Bozworth And she had into it, if they do as they agreed yesterday.

9. Interogatory Sixth

Did you hear Smith Harford make any statements and saying anything about his doing nothing more in the matter? If yea, state what he said.

To the 9th Interogatory Deponent saith:

Not to my recollection.

10 Interogatory Tenth.

Did you hear him make any statements before Mrs. Pratt come in, as to what he would do in the matter? If yea state what he said.

To the tenth interogatory Deponent saith:

I saw him and Schoonhoven in the Office. Mr. Wilcox
I heard him tell Mr. Schoonhoven that he believed Mrs. Pratt wouldnt come down. I told him that I saw her caniage at the door when I come by.

I believe thats all. I believe I went out then. Whether they staid in the offie after that I couldnt tell. I dont remember.

11. Interogatory Eleventh.

334 Who done most of the talking on that occasion. Harford or Schoonhoven and who appeared to be the man from what was said and done on that occasion, that had the chief control and management of the matter between Mrs. Pratt and the said Schoonhoven and Harford?

Objected to.

To the 11th Interogatory Deponent saith:

I cant tell nothing about the control at all. I thought that Mr. Harford had the most to say about it, from what little I heard.

12. Interogatory Twelfth.

Do you Know one Isaac Tillotson of Elgin? If ya was he in the offie of the said Wilcox at the time the conversation took place referred to by you above.

Objected to.

To the 12th Interogatory Deponent saith:

I could not say he was there. Whether he was in the offie or not I could not tell. I know him he was part of the time out door talking to a man, Mr. James Reid. He was selling him some land.

Cross Examination

1. Interogatory First (Cross)

Did you hear the parties at S. Wilcox's office at the time above refered to, speak of one Scofield? If yea what did you hear them say of him? To the 1st cross Interogatory Deponent saith: I do not recollect a word spoken of him, There might have been a thousand. I didnt pay much attention.

2. Interogatory Second.

Are you acquainted with the farm now occupied by the said Platto? If yea, how long have you known it and what was its cash value per acre in February 1859.

To the 2d cross Interogatory Deponent saith: I have known the farm since I have been in the country 14 or 15 years. Well there's people that would give more for it, than I would may be. I wouldnt give over twenty dollars per acre for it and wouldnt want it at that. Take the whole farm, as the times is I mean.

3. Cross Interogatory Third.

What is your business and if you have a farm how far is it from the Platt place? To the 3d Cross Interogatory Deponent saith: I farm it. It might be half a mile or a little

over or a little less, from South part of mine to North part of theirs.

Direct Examination resumed.

13. Interogatory Thirteenth.

236 Did the Defendants in this suit ever take your affidavit, containing your statements of what occured in the office of said Wilcox or your opinion as to the value of the said land, if you state when they took it.

Objected to.

To the 13th direct interogatory Deponent saith: I gave my opinion on the value of the land but not on nothing else as I know of, over a year ago. I cant say exactly when.

14. Interogatory Fourteenth.

Do you now swear the land is worth only twenty Dollars per acre, because you so stated in your affidavit

To the 14th direct interogatory Deponent saith: They come to me and wanted me to make affidavit what I thought the land was worth. I told them I had nothing to do with it, perhaps there was people that would give more than I owned for it.

15. Interogatory Fifteenth.

What was the fair cash value of said land in

the month of February 1859. that valuation based upon the location of said land, the stone quarry thereon, water timber and improvements thereon per acre?

To the 15th Interrogatory Deponent saith: I shouldnt give over twenty Dollars.

Jeremiah Crowley.

Deposition of William A. Pratt.

1. Interrogatory First.

What is your name, age and place of residence?

To the 1st Interrogatory Deponent saith: William A. Pratt, I was sixteen last November 25th. I live nearly two miles from Elgin on the Dundee road.

2. Interrogatory second.

Do you know the parties, plaintiffs and defendants named in the intitling of these Interrogatories? If yea, state which of them you know and how you have known them?

To the 2d Interrogatory Deponent saith: I do know them. I have known that there is such a man as Mr. James Schoonhoven for nearly six years. I didnt know him well. I have known that there is such a man as Mr. Hanford for two

or three years. I dont Know Mr. Scofield. I Know Mrs Pratt and Mr. Pratt.

3. Interogatory Third.

238 What relation are you to the Complainants?

To the 3d Interogatory Deponent saith:

Mr. Pratt is my father and Mrs Pratt my mother.

4. Interogatory Fourth.

Did you ever receive any directions from either of the Complainants in December 1858 directing you to go to Mc Henry and see one Joel Wheeler? If you state which one gave you such directions and whether you went there or not and what you said to the said Wheeler when you got there, respecting his paying money on a Note then held against him by your father and left with O Davidson of Elgin

Objected to.

To the 4th Interogatory Deponent saith:

Yes Sir, from my mother. I did go there and asked him if the money would be reddy at such a time as he agreed with my father to bring it down to Mr. Davidson and he said it would. And that if I would wait an other day he would send it down by me, but if I did not want to he was coming down Monday or Tuesday and would bring it down himself. And I told that he had

better as I wanted to go home.

5. Interrogatory Fifth.

What time in the month of December 1858 did this take place?

Objected to.

To the 5th Interrogatory Deponent saith:

Christmas night I went up there and the next morning come home.

6. Interrogatory Sixth.

On your return did you state to your mother what Wheeler had said and did she give you any directions as to calling on the Defendant Schoonhoven that day?

If yea, did you call on him and see him and have any conversation with him? If so state fully what you said to him on that occasion and what reply he made and at whose request you called on him and had such conversation with him.

Objected to.

To the 6th Interrogatory Deponent saith:

I told her what he said, that the money would be ready and on Monday or Tuesday he would bring it down. She then said she would let my sister and me go over to Mr. Schoonhoven's and that evening my sister and myself went over there and told Mr. Schoonhoven that the interest money would be ready, that Mr. Wheeler would be down Monday or Tuesday with the interest

money. He said it would be all right.

7. Interogatory Seventh.

240 Did you ever receive a letter in the office of S. Wilcox Esq. from the hands of John S. Riddle directed to your father about the 10th January 59? If yea, what did you do with it.

Objected to.

To the 7th Interogatory Deponent saith:
I did receive a letter at Silvanus Wilcox' office that Mr. Riddle gave to me and I carried it and put it in the Post office.

Wm. A. Pratt.

Deposition of George W. Rennick.

1. Interogatory First

Do you know the parties named in the entitling of these interogatories or either of them? If yea when and where did you know them and how long have you known them.

To the first Interogatory this Deponent saith:
I know James Schoonhoven, Smith Harford and I know Mr. & Mrs. Pratt. I have known James Schoonhoven ever since he has been in the county, about 18 years, Harford 12 or 14 years and Pratt about 10 years.

2 Interrogatory Second.

241 Where do you now reside, how long have you resided there and what is your name, age and occupation?

To the second interrogatory Deponent saith:

I reside in Elgin, have resided there twenty one years ten months and a little over, my name is Georg W. Resnick, my age is forty two years the second day of March last, my occupation is that of a mechanic.

3. Interrogatory third.

Have you had considerable deal in land since you have been in Kane County and a good opportunity to know the price and value of land in this section of the County?

Objected to.

To the third Interrogatory this Deponent saith:

I have had but little dealing with farming lands in Kane County. I have had as good an opportunity as the generality of men.

4. Interrogatory Fourth.

Do you know and are you pretty well acquainted with the farm now occupied by the complainants which was formerly owned by the Welch's situated about two miles North of Elgin?

To the fourth Interrogatory Deponent saith:

I know the farm and am well acquainted with it.

16.

5. Interrogatory Fifth.

What in your judgment was the value of that farm
242 per acre, taken as a whole on the first of February
1859?

To the fifth interrogatory Deponent saith:
As other farms are valued I think it is worth
35 or 40 Dollars an acre.

6. Interrogatory Sixth.

What would be a fair cash value of that farm
on the first of February 1859. as a whole including
the wood land, stone quarry, cedar swamp, the arable
land, its location, buildings, improvements and orchard?
And is it or is it not a valuable farm?

Objected to.

To the sixth interrogatory Deponent saith:
I think from 30 to 35 would have been its full cash
value, I consider it a valuable farm, else it wouldnt
have been worth no thirty Dollars an acre.

7. Interrogatory Seventh.

Have you been Deputy Sheriff of Kane County for
a number of years. Have you been and are you
now Postmaster of the City of Elgin? Have
you been and are you now engaged pretty extensively
in manufacturing carriages, wagons, reapers, thrashing
machines and farming implements? If yea state.

Objected to.

243 To the seventh Interrogatory Deponent saith:
I have been Dipnty Sheriff of Kane County a
number of years. I have been and am now Postmaster
of the City of Elgin. I have been engaged in
building wagons, carriages and thrshing machins
I have been engaged in manufactming ploughs
cultivators and almst every thing the farmer
uses.

Cross Interrogatories

1. First Cross Interrogatory.
Did you ever go over the premises or farm, you have
spoken abnt, with the view of determining its value
in you own mind.
To the first cross interrogatory Deponent saith:
I have.

2 Cross Interrogatory second.
When?
To the second interrogatory Deponent saith:
I cnldnt pay exactly. It was previous to Mr. Pratt
buying it, while Welch owned it.

3 Third Cross Interrogatory.
Have you been on it since?
To the third interrogatory Deponent saith:
I have, but not with that view.

4 Fourth Cross Interrogatory.

When?

To the fourth interrogatory Deponent saith:

244 At various times. Every time I pass from here to Dundee I pass over it on this side of the river.

5. Fifth Cross Interrogatory.

Have you been over it any more than to travel along the road that runs through it? If yea, state how much, what part and how lately?

To the fifth Interrogatory Deponent saith:

I have, the part that is timber mostly. A year ago last winter was the last time that I went over it that I remember of.

6. Interrogatory Sixth.

Did not you value the timber and stone was on it when you went over it as of the most value?

To the 6th Cross Interrogatory Deponent saith:

I consider the timber stone water and prairie all being together to form its value.

7. Seventh Cross Interrogatory.

Suppose since you went over it from one to two thousand Dollars worth of timber and stone had been taken off the place, would that in your opinion effect its value?

To the 7th Cross Interrogatory Deponent saith.

It would.

G. W. Rennick.

23

Deposition of William E. Bent.

1. Interrogatory First.

What is your name, age and occupation and where do you now reside?

To the 1st Interrogatory Deponent saith:

William E. Bent, fifty four, farmer, reside about a mile from here on the St. Charles road.

2. Interrogatory Second.

Do you know the farm now occupied by the complainants, situated in the Town of Elgin about two miles North East of here, formerly owned and occupied by the Welches? If yea, state what in your judgment was the fair cash value of that farm taken as a whole in the month of February 1859?

To the second direct interrogatory Deponent saith:

It was longer ago than that, I was over the farm. Well it was worth from 35 to 40 Dollars an acre cash value, I know the farm.

Cross Interrogatories.

1. First Cross Interrogatory

Do you desire to give it as your judgment upon oath, that that farm in the month of February 1859 could have been sold for any such money

as 35 to 40 dollars per acre in cash?

Objected to.

To the first Cross Interrogatory Deponent saith: Yes I think I am safe in saying 35 dollars if there's nothing that's lessened the value since.

2. Second Cross Interrogatory.

Since what?

To the second cross interrogatory Deponent saith: Well it would be since I was over it, coming right to the point.

3. Third Cross Interrogatory.

Do you not Know of something that has lessened its value since you was over it? If you do what is it?

To the 3d Cross Interrogatory Deponent saith: I do not personally.

4. Fourth Cross Interrogatory.

When was you over it?

To the fourth cross interrogatory this deponent saith: Two years ago this Spring.

5. Fifth Cross Interrogatory.

Then you give it as your sworn judgment that that farm since the burning of the house thereon was in February 1859 worth 35 Dollars per acre cash and could have been sold for that money.

in cash, do you?

To the fifth cross interogatory Deponent saith:

Yes.

6. Sixth Cross Interogatory.

Do you know of a single farm at that distance from Elgin or even nearer that has sold for that price in cash within the last two years?

To the sixth Cross Interogatory Deponent saith:

I think I do.

7. Seventh Cross Interogatory.

How many and whose farm or farms?

To the seventh Cross Interogatory Deponent saith:

The Raymond farm I had reference to.

8 Eighth Cross Interogatory. Deponent saith

Who bought and who sold the Raymond farm and why do you say it sold for cash?

To the 8th. Cross Interogatory Deponent saith:

I couldnt recollect the mans name that bought it. Raymond sold it.

9. Ninth Cross Interogatory.

What Raymond?

Objected to.

To the ninth cross interogatory Deponent saith:

B. W. Raymond.

10. Tenth Cross Interogatory.

Where was this Raymond farm situated and

what Kind of house was on it ?

Objected to.

To the tenth cros Interogatory Deponent saith:

252 It was situated as I should judge within a mile. A stone house on it.

11. Eleventh Cros Interogatory.

Within a mile of what ?

Objected to.

To the eleventh Cros Interogatory Deponent saith:

Elgin.

12. Twelfth Cros Interogatory.

Is not the greater portion of that Raymond farm and is not the house on it within the limits of the City of Elgin ?

Objected to.

To the Twelfth Cros Interogatory this Deponent saith:

I suppose most of it is.

13. Thirteenth Cros Interogatory.

Do you know of any other farm than the Raymond farm at the same distance or even nearer Elgin than the Pratt farm, that within the last two years has sold for 35 Dollars per acre in cash ? if so, how many and whose ?

Objected to.

To the thirteenth Cros Interogatory Deponent saith:

I dont particularly have my mind on any.

14. Fourteenth Cross Interrogatory

25-3 Do you know of any ?

Objected to.

To the 14th Cross Interrogatory Deponent saith:

I dont recollect any.

15 Fifteenth Cross Interrogatory.

What relationship if any do you bear to these complainants?

To the 15th Cross Interrogatory Deponent saith:

Mrs. Pratt and my wife are cousins.

16. Sixteenth Cross Interrogatory.

Have you bought or sold any farm in this Town except the one you now reside upon?

To the 16th Cross Interrogatory Deponent saith:

No Sir.

Wm. E. Bent.

Deposition of Thomas Schoonhoven.

1. Interrogatory First.

What is your name age and where do you reside and what is your business and occupation?

To the 1st Interrogatory Deponent saith:

T. Schoonhoven, I shall be fifty years old the thirtieth day of July if I should live. Reside in the City of Elgin. My business has always been farming.

Interrogatory Second

2. How long have you resided in Kane County?

To the 2d Interrogatory Deponent saith:

I think it is near five years.

3 Interrogatory Third.

254 Do you know the farm now occupied by the Complainant Mr. Pratt formerly owned by the Welchs situated about two miles North of the City of Elgin. If yea, state what was the fair cash value of that farm taken as a whole, per acre in the month of February 1859?

To the 3d. Interrogatory Deponent saith:

Well my judgment would be 30 to 35 Dollars.

4. Fourth Interrogatory

What relation if any are you to the Defendant James Schoonhoven, Smith Hanford & Edward Scofield?

To the 4th. Interrogatory Deponent saith:

Well James is a brother of mine I believe and Hanford a brother in law. I am not acquainted with Edward Scofield.

5. Fifth Interrogatory.

Are you the owner of farms lying at or near Elgin?

To the fifth interrogatory Deponent saith:

I am I believe.

Cross Interrogatories

1. First Cross Interrogatory.

Do you know of a single farm of the same distance or even nearer Elgin than the Pratt farm, that within the last two years has been sold for 30 or

25-5 35 Dollars per acre cash ?

Objected to.

To the 1st crofs interogatory Deponent saith:

Well I wasnt by to see the cash paid, I under, stood was sold one for thirty and one for thirty six.

2. Second Crofs Interogatory.

Whose were they and when were they sold.

Objected to.

To the second Crofs Interogatory Deponent saith:

One I believe was not far from a year ago this Spring, Salisbury's the other Tomlellott's

3. Third Crofs Interogatory.

Dont you know the Tomlellott farm was traded for Lon Vaslines old stock of dry goods ?

Objected to. To the 3d crofs interogatory deponent saith: I understood there was some goods taken for it ?

4. Interogatory Fourth.

Dont you know he took Vaslin's entire stock ?

Objected to.

To the 4th Crofs Interogatory Deponent saith:

No Sir.

5. Fifth Crofs Interogatory.

Do you know that he got any cash down.

To the fifth crofs interogatory Deponent saith:

Mr. Tomlellett I think told me that he got some

R.

There was a Mortgage on it drawing fifteen per cent that he assumed.

6. Sixth Crofs Interrogatory.

25 Do you know of any other farms of said distance from Elgin that within that time has sold for 30 or 35 Dollars per acre cash? If so, state.

Objected to.

To the sixth Crofs Interrogatory Deponent saith Braman bought a farm of Mudge as I understood that came to 71 Dollars. I want by to see the cash.

7. Seventh Crofs Interrogatory.

By the word farm in your last answer do you mean the place on Chicago Street in this City where Mr. Braman now resides?

Objected to.

To the seventh Crofs Interrogatory Deponent saith: Yes I belive a portion of it comes up to the road.

8. Eighth Crofs Interrogatory.

Will you please answer my seventh crofs interrog. atory by stating if you refer in your sixth answer to the place where Mr. Braman now resides?

Objected to.

To the eighth crofs interrogatory Deponent saith: That's the farm.

287 9. Ninth Cross Interrogatory.

Do you know of any other farms at said distance from Elgin that within that time have sold for 30 or 35 Dollars per acre, cash? If yea state all such that you know of.

Objected to.

To the ninth cross interrogatory Deponent saith: Well I understood that Silvanus Wilcox bought one for thirty Dollars. I dont think of any now at them prices.

10. Tenth Cross Interrogatory.

Where is the one you say S. Wilcox bought, in this City or not?

Objected to.

To the tenth Cross Interrogatory this Deponent saith: Well I should think there was a portion of it in this City. My impression is it aint all in the City.

11. Eleventh Cross Interrogatory.

Are you on friendly or intimate terms with either your brother James Schoonhoven or your brother in law Smith Harford?

To the Eleventh Cross Interrogatory Deponent saith: Well I am to a certain extent as far as I am concerned.

12. Twelfth Cross Interrogatory.

Do you wish to be understood as swearing that you have family intercourse, dealing and visiting with them as brothers ordinarily do?

J.

To the twelfth cross interogatory Deponent saith:
I dont know what extent Mr. Wilcox allludes to.
Some people visit more than others. We meet at one
258 church, I generally speak to them when I meet them.
13. Thirteenth Cross Interogatory.
Mr. Schoonhoven do you wish to convey the idea
that there does not now exist between you misunder-
standings that have rendered you more as strangers
than as brothers toward each other?
To the thirteenth Cross Interogatory Deponent saith:
I have no knowledge of them.
14. Fourteenth Cross Interogatory.
Have you or your family visited either of them, or
either of them or their families visited you within
the last four or five years? Objected to.
To the fourteenth Cross Interogatory Deponent saith:
I have been to James' when I had business to do.
15 Fifteenth Cross Interogatory.
Will you answer the question last above asked?
To the fifteenth Cross Interogatory Deponent saith
I have been to my brothers several times within that time
call it visiting or not, as you please, I believe I
have helped him raise a barn within that time five
years.
16. Sixteenth Cross Interogatory
Will you or will you not answer whether you or

your family have visited at James Schoonhoven's or Smith Hanford's or either of them or their families have visited at your house within the last four or five years.

Objected to.

To the sixteenth Cross Interrogatory Deponent saith: I think they have.

17. Seventeenth Cross Interrogatory.

Have what?

To the 17th cross interrogatory Deponent saith: Visited. He has got it stated in there I suppose.

18. Interrogatory Eighteenth.

Did you or your family visit them or did they or their families visit you?

Objected to. To the 18th Interrogatory deponent saith I should think they had visited both ways in that time.

19. Cross Interrogatory Nineteenth.

When was the last time as near as you can remember?

To the 19th Cross Interrogatory Deponent saith: I called in there last fall to James'. I dont know what he designates as visits. As I said before my boy was in at Hanfords and she gave him some apples.

20. Twentieth cross interrogatory.

Do you swear that you dont know what I mean by the word visit?

To the 20th Cross Interrogatory Deponent saith:

What John Wilcox means family visiting I dont. I never heard him say.

260 Direct Interrogatory.

6. Interrogatory Sixth.

Do you know how large the Mortgage was that was on the farm, sold by Tontellott and when it was due?

Objected to.

To the 6th Interrogatory Deponent saith:

It was Eight Hundred Dollars. I think the interest is due in August or September. I think in August and the principal a year from August if the interest is paid.

Cross Interrogatory resumed.

21. Cross Interrogatory Twenty first.

How do you know what you have last stated?

To the 21st cross interrogatory Deponent saith:

I interceded with Mer. Cook to get the money. I did the business and the mortgage is now at my house.

T. Schoonhoven.

Deposition of Horace Bige.

1. Interrogatory First.

What is your name age and business and where do you reside and how long have you resided there?

To the first Interrogatory Deponent saith:

My name is Horace Birge, my age is seventy years, in the Town of Dundee I reside, I have resided there three years lacking a few days. Farmer.

2. Interogatory Second.

Do you know the farm where Philemon B. Pratt now resides, situated about two miles North East of Elgin and formerly owned by the Welch's? If yea state.

To the 2d. Interogatory Deponent saith:

Yes Sir, who owned it before him, I know nothing about it.

3. Interogatory Third.

What would be the fair cash value of that farm taken the whole of it together, basing that valuation upon the location of the farm, the timber upon it, stone quarry, water and arable land in the month of February 1859.

Objected to.

To the third Interogatory Deponent saith:

I can give you my opinion what the farm is worth by the acre, Thirty Eight Dollars.

Cross Interogatories.

1. Cross Interogatory First.

Have you bought or sold any land in this County within the last two years?

To the 1st cross Interogatory Deponent saith: No Sir.

Horace Birge.

U.

State of Illinois }
Kane County } ss. I John King a Justice
262 of the Peace in and for said County and State afore-
said do hereby certify that the above Depositions were
taken by me at the times and place mentioned in
the caption thereof; that the said witnesses were first
duly sworn and that the said Depositions were care-
fully read to said witnesses and signed by them.

In Witness whereof I have hereunto set my hand
and seal this twenty first day of April A.D. 1860.

John King J.P. (seal)

State of Illinois }
Kane County } ss. I John Greene, Clerk of the
County Court within and for the said County do
hereby certify that John King was on the day
of A.D. 185. an acting Justice of the
Peace within and for said County duly commissioned
and sworn. And that I am well acquainted with
the hand writing of said Justice and verily believe
his signature above is genuine and I further certify
that said Instrument is executed and acknowledged
according to the laws of the State of Illinois.

Given under my hand and the seal of said
Court this day of A.D. 18

(L.S.) John Greene, Clerk.

Exhibit "S" John King J. P.

This Indenture made this day of
in the year of our Lord One Thousand Eight Hundred
and Fifty Between

of the second part

Witnesseth that the said party of the first part for and
in consideration of in hand paid
by the said party of the second part (the receipt whereof
is hereby acknowledged and the said party of the second
part forever released and discharged therefrom) ha granted
bargained sold remised released aliened and confirmed
and by these presents do grant bargain sell remise
release, alien and confirm unto the said party of the
second part and to heirs and assigns forever all
the following described Lot piece or parcel of land
situated in the County of Kane and State of Illinois
and known and described as follows to wit.

Commencing on the County line
fourteen chains and sixteen links (14.16 ch.) North of
the South East corner of Section No. one (1) of Township
No. Forty one (41) North of Range No Eight (8) East
of the third principal Meridian of the United States
Surveys. Thence running West along the North line
of T. B. Cook farm forty three chains and

Twenty five links (43.25 chs) to the East bank of
Fox River, thence North Easterly along the East
bank of Fox River to the North line of said Section
264 One. Thence East along the North line of said Section one
fifty eight chains and seventy links (58.70 chs) to a
stake at the North West corner of land owned by Thomas
Schoonhoven, the same being six chains and forty one
links (6.41 chs) East of the South East corner of
Section Thirty five of Township forty two, North
of Range Eight East, thence running South ten
and a half degrees (10½) West twenty nine chains
and seventy links, (29.70 chs) to a stake at
a corner of said Thomas Schoonhovens land,
Thence West twenty five chains and thirty eight links
(25.38 chs) to the place of beginning, containing one
hundred and eighty five and 90/100 acres more or less.

Together with all and singular the hereditaments
and appurtenances thereunto belonging or in any wise
appertaining and the reversion and reversions, remainder
and remainders, rents issues and profits thereof and all
the estate right title interest claim or demand whatso-
ever of the said party of the first part either in law
or equity of in and to the above bargained and describ-
ed premises with the hereditaments and appurtenances

To have and to hold the said premises above
bargained and described with the appurtenances

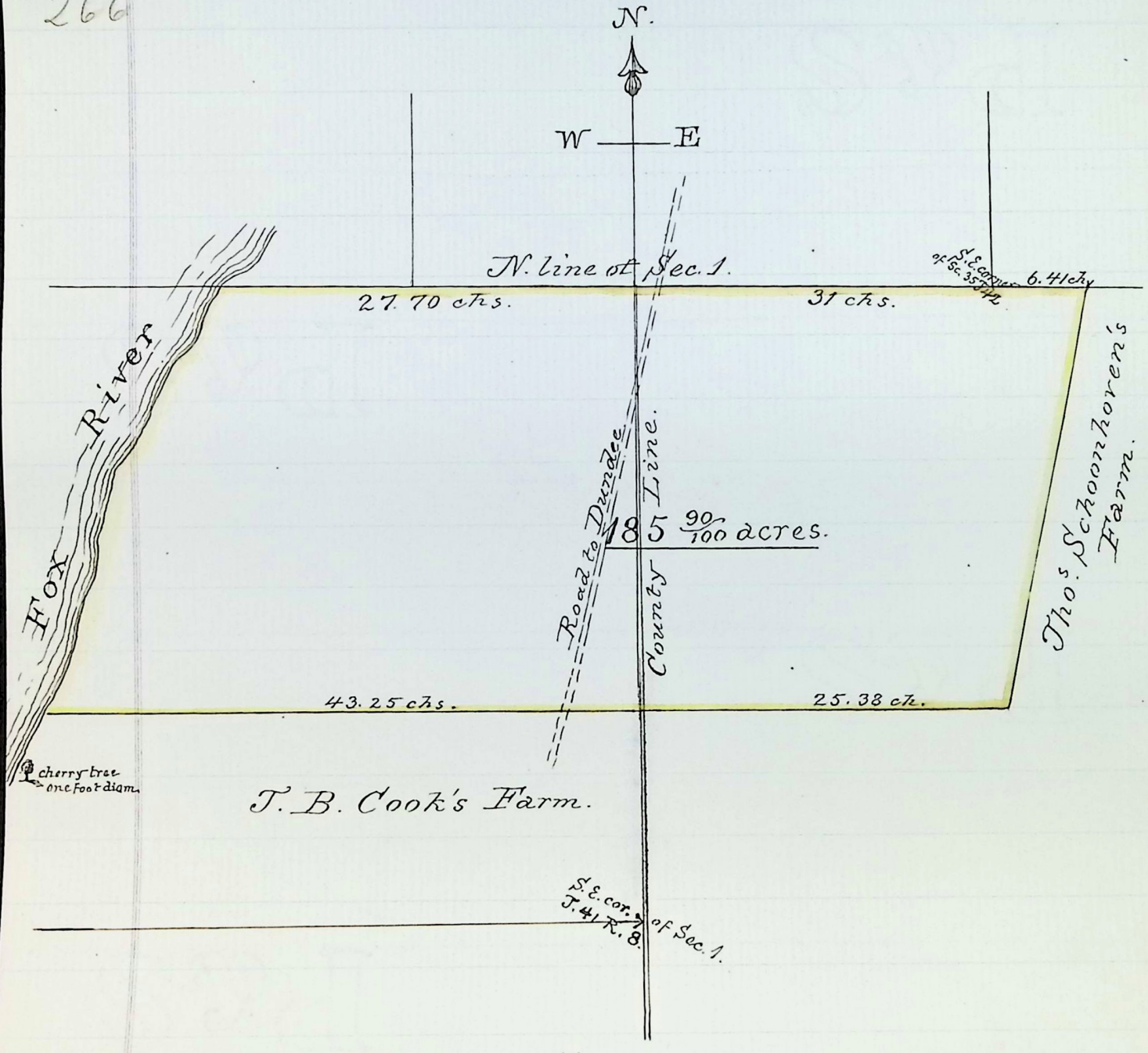
unto the said party of the second part heirs and
assigns forever.
And the said party of the first part for heirs
executors and administrators do covenant grant bargain
and agree to and with the said party of the second
part — heirs and assigns that at the time of the
ensealing and delivery of these presents well seized
of the premises above conveyed as of a good sure
perfect absolute and indefeasible estate of inheritance
in law in fee simple and ha good right full power
and lawful authority to grant bargain sell and
convey the same in manner and form aforesaid
and that the same are free and clear from all former
and other grants bargains sales liens taxes assessments
and incumbrances of what kind and nature soever
and the above bargained premises in the quiet and
peaceable possession of the said party of the second part
heirs and assigns against all and every person
or persons lawfully claiming or to claim the whole or
any part thereof the said party of the first part
shall and will Warrant and forever Defend
In Testimony whereof the said party of the
first part hereunto set hand and seal the
day and year first above written.

(SEAL)
(SEAL)

W.

On the back of the foregoing Exhibit "I" appears the following Plat:

266



32

Thilemon B. Pratt & Mary L. Pratt vs. James Schoonhoven Smith Harford Edward Scofield	In the Cook County Circuit Court. In Chancery

267

Depositions and Cross Examinations of Smith Harford, David Scofield, Wesley Miller, Rhodolphus W. Badelford, Ebenezar Retan, John Salisbury and John T. Riddle of Elgin in the County of Kane and State of Illinois, witnesses produced sworn and examined before John King a Justice of the Peace in and for the County of Kane and State of Illinois on the tenth eleventh, twelfth sixteenth, nineteenth and twentieth days of April A. D. 1860 at the Office of the said John King in Elgin in said County and State aforesaid on the part of the defendants by an agreement of the parties to be used in a suit depending in the Cook County Circuit Court in the State of Illinois between Thilemon B. Pratt and Mary L. Pratt Complainants and James Schoonhoven Smith Harford and Edward Scofield, Defendants.

Cross Examination of Wesley Miller.

1, Interogatory first: What relation if any, are you to the Defendants Smith Harford and Edward Scofield?

To the first Cross Interogatory this Deponent saith: Smith Harford is my wife's brother, Edward Scofield

is cousin to my wife.

2682, Interrogatory second. What relation if any is Smith Harford to James Schoonhoven?

To the second Cross interrogatory this Deponent saith: Smith Harford maried James Schoonhoven's sister.

3, Interrogatory third. What relation to Smith Harford is Edward Scofield?

To the third Cross Interrogatory this Deponent saith: He is cousin.

4, Interrogatory ~~fifth~~ fourth. Do you know of Edward Scofield loaning any other money to individuals residing at or near Elgin, than that he loaned to James Schoonhoven for the Complainants Pratt?

Objected to.

To the ~~fourth~~ cross interrogatory this deponent saith: I never knowed him to loan to James Schoonhoven. I have never known him to loan to any one else.

5, Interrogatory fifth. Do you Know where the defendant Edward Scofield now resides?

To the fifth Cross interrogatory this Deponent saith: I had a letter from him, he lived at Long Ridge Farfield County State of Connecticut. That is as far as my Knowledge goes of him.

6, Interrogatory sixth. Do you know where he has resided for the last three years past?

To the Sixth Cross interrogatory this Deponent saith:

A year ago last summer he was in Illinois, Last
year, as far as I know any thing, he was in
269 Connecticut where I last stated.

7, Interogatory Seventh. Do you know of his ever
residing in the State of Illinois, if yea, state where
it was that he resided here, where and how long
a time.

To the seventh, cross interogatory this deponent saith:
He came into Illinois a year ago last May
in Elgin. He went from here South, returned back
here the last of November or the first of December
following. I left him here on the twenty first or
second of December as I went to York State
I havent seen him here since.

8, Interogatory Eighth. Do you know where he
resided previous to his coming into Illinois in May
1858?

To the eighth cross interogatory this deponent
saith: As far as I have any knowledge of it is
where he now resides.

9 Interogatory Ninth. Do you know for what
purpose he visited Illinois in 1858?

Objected to.

To the ninth cross interogatory this deponent saith
I dont know as I do, I couldnt say.

10 Interogatory Tenth. Did he come here with

the intention of residing here, or to visit his friends?

Objected to.

To the tenth cross interrogatory this deponent saith:

Well sir, I couldnt answer that question. It is beyond my knowledge.

11, Interrogatory Eleventh. Is he a man of family, if yea, did he bring his family with him?

To the eleventh interrogatory this deponent saith:

He has a family and his family was with him.

12, Interrogatory twelfth. Did they stop at your home while here and were you and him on intimate and friendly terms?

To the twelfth interrogatory this deponent saith:

They stopped with me and we were on friendly terms.

13, Interrogatory thirteenth. Did he state to you at any time during the time he was in company with you in 1858 his object or purpose in visiting Illinois at that time?

To the thirteenth interrogatory this deponent saith:

Well I dont know as I could say, he did.

14, Interrogatory fourteenth. What was his object or purpose in visiting Illinois at that time?

Objected to.

To the fourteenth interrogatory this deponent saith.

I couldnt tell.

15, Interrogatory fifteenth. Are you and the

Defendants James Schoonhoven and Smith Harford friends and on friendly terms with each other ?

2/1 To the fifteenth interrogatory this deponent saith: I believe, we are.

16 Interrogatory Sixteenth. Have you moneys loaned out ?

Objected to.

Ans. Very little.

17, Interrogatory Seventeenth. Have you ever had any conversation with the Defendants James Schoonhoven Smith Harford or their Attorneys the Messieurs Wilcox previous to your testifying in this case as to what you knew in regard to the conversation between Pratt and said Scofield in the matter stated in your answer to the third fourth fifth and sixth and seventh direct interrogatories ? If yea, state which or either of them you conversed with, how often, when it was, when it was and what was the occasion of you having such conversation and at whose instance that conversation commenced ?

To the Seventeenth Cross interrogatory this deponent saith: I never have had any conversation with any of them about money about Edward Scofield.

18, Interrogatory Eighteenth. Have you not taken and felt a great deal of interest in the result of this suit and frequently conversed with the

defendants Schoonhoven, Harford and others in relation to it ?

To the eighteenth cross interrogatory this deponent saith: I have asked Mr. Schoonhoven, how he got along with it, whether he was like to bring it to an argument soon. I wasn't here at the time the sale was made

19, Interrogatory Nineteenth. Do you Know of the Defendant Scofield letting any money while in Illinois in 1858 ? If yea, to whom did he let it and what interest did he receive ?

Objected to.

To the nineteenth cross interrogatory this deponent saith: Not while I was here, I never Knowed him to loan any.

20, Interrogatory twentieth. Do you Know of his loaning any money in Illinois ? If yea, to whom did he loan any and what rate of interest did he receive ?

Objected to.

To the twenticth interrogatory this deponent saith When I returned home from York State a year ago now, I found a Note in his papers that he left for me against David C. Scofield for Six hundred Dollars with interest at twenty per cent after maturity. Where that Note came

from I have no Knowledge.

21, Interogatory twenty first. Was the consideration
273 of that Note money loaned by said Scofield to
Schoonhoven ?

Objected to

To the twenty first cross interogatory this deponent saith: I dont Know any thing about his loaning him any money.

22, Interogatory twenty second. Do you swear that you dont Know that the Note you found left by Scofield for you against David C. Scofield was given for money loaned by the said Edward to David C. Scofield ?

Objected to.

To the twenty second cross interogatory this deponent saith: Not with my Knowledge, I couldnt say what it was for.

23, Interogatory Twenty third. Do you Know by any information you received from Edward Scofield either by letter, conversation or otherwise, that the Note that was left for you by the said Edward against David C. Scofield was given for money loaned ?

Objected to.

To the twenty third cross interogatory this deponent saith: I dont recollect of his ever saying anything

274 what it was for, either by word or by letter.

24, Interogatory Twenty fourth. Did you ever hear David C. state what the consideration was for said Note? Objected to.

To the twenty fourth cross interogatory this deponent saith, David C. told me that he shouldnt pay so much interest as he had done. That he would pay the Note first. He would write to Edward Scofield and arange it with him. I told him that it was nothing to me, that as they could agree it would be all right. I had nothing to do but to hold the Note till it was called for. He told me afterwards that he had arranged it.

25, Interogatory twenty fifth. Where does David C. Scofield reside? Objected to.

To the twenty fifth cross interogatory this deponent saith, He resides in Illinois.

26, Interogatory twenty sixth. Does he reside at or near the City of Elgin Kane County Illinois?

To the twenty sixth Cross interogatory this deponent saith: He resides near to it.

27, Interogatory twenty Seventh. Did you ever see a Note made by the Defendant Smith Hanford and James Schoonhoven and running to Edward Scofield given for Two Thousand Dollars or about that Sum of money? Objected to.

To the twenty seventh cross interrogatory this deponent saith: I never did.

28. Interrogatory twenty eighth. Did you ever see any
215 Note made by Smith Harford and James Schoonhoven running to Edward Scofield for any amount of money?

Objected to.

To the twenty eighth interrogatory this deponent saith: No Sir.

29. Cross Interrogatory Twenty ninth. Do you know the Defendant Edward Scofield being in Illinois at any other time prior to a year ago last May?

Objected to.

To the twenty ninth interrogatory this deponent saith: Some fifteen years ago he told me, he was coming to Illinois. I have no knowledge of his being here. I saw him afterwards and he said he had been in the State.

30. Cross Interrogatory Thirtieth. If he had been to Elgin prior to a year ago last May, had stopped there any considerable time, would you have been likely to have known that fact.

Objected to.

To the thirtieth cross interrogatory this deponent saith. If it had been over three years from that time I wouldnt.

Wesley Miller.

Cross Examination of Rodolphus W. Podelford.

276. 1, Interrogatory First. State under what circumstances you had the conversation with the Complainant Philemon B. Pratt, stated in your answer to the fifth direct Interrogatory, when it was, who was present and all that was said on that occasion.

To the First Cross Interrogatory this deponent saith: Mr. Pratt called at my residence a short time prior to his leaving for the South. There may have been some members of my family present during a portion of that conversation. I am not sure, I cannot pretend to relate the whole conversation. I dont recollect it. We conversed in reference to his difficulties with Schoonhoven. He blamed Schoonhoven for the course that he had taken. During the conversation I inquired of him, whether or not Schoonhoven received any compensation for giving his Note or lending his name for the money in question. He told me he did not. There was considerable conversation but I dont recollect anything that would be pertinent to mention.

2, Interrogatory Second. State whether anything was said in that conversation by Mr. Pratt about Schoonhoven going on and selling the premises while he was absent, after he had made the arrangement with him to have the time extended one year. If he did make any such statements, state

what he said on the subject fully.

Objected to.

277 To the 2cond cross interrogatory this Deponent saith: I am not sure whether it was in that conversation or a short time prior to the conversation alluded to, he told me, he expected the arrangment was made for him to have the money another year. There was a contingency about insurance money that was to come from Wheeler, which was to apply on interest, as I understood it. He found fault with Schoonhovens selling the property under the circumstances I think in this conversation there was more said in reference to Schoonhovens treatment of his wife during his absence in going on to the place and sowing oats where his wife had intended to have had wheat sown. He expressed himself as very much dissatisfied with the course that Schoonhoven had taken in his absence.

3. Interrogatory Third. Did he not state in that conversation, that he had made arangements with and that Schoonhoven had agreed, prior to his leaving in December 1858 to extend the time of payment for one year, the money that Schoonhoven got of Scofield for him (Pratt) secured by Trust Deed of his (Pratts) land, if the interest was paid. and that he had made arangements to have the interest paid by a Note which he held against one

Wheeler, that Schoonhoven said, all he wanted was the interest, or used words to that effect.

Objected to.

To the third cross interrogatory this deponent saith In one of the conversations alluded to, he told me, that it was the understanding with Schoonhoven, for him to have the money for another year, he paying the interest, that when he was leaving he met Schoonhoven, I think near Davidsons Bank. Schoonhoven inquired in reference to the Wheeler money whether it had been paid. He told him, it had not, but he thought it would be soon. Schoonhoven expressed his belief, that it would not be paid. and was dissatisfied, that he should go away without having the matter arranged. It was near the car time and he had not time to converse further with him. He left, believing that it would be all arranged soon. I dont recollect whether any thing was said about, all his wanting was the interest.

4, Interrogatory Fourth. Did not Mr. Pratt state in the same conversation, that at the time he got the money, he supposed the Defendant Schoonhoven was acting as a friend in assisting him to get the money, receiving no pay for his trouble and would not wrong or injure him, that he was surprized and astonished at the course he had

taken in going on and selling the premises and seeking to get title of the same in himself, or used
279 words to that effect. Objected to.
To the fourth interrogatory this Deponent saith: I think he conveyed those ideas to me in that conversation.

5 Interrogatory Fifth. State whether you, Mr. & Mrs. Pratt and James Schoonhoven are not members of the same church, and whether or not this matter had been brought up in the church.

Objected to.
To the fifth cross interrogatory this deponent saith: We are all members of the same church. I am not aware, that the matter has been brought up in the church.

6, Interrogatory Sixth. Has it been the occasion of a considerable talk among or between the members of the church? Objected to.
To the sixth cross interrogatory this deponent saith: I think it has, with a portion at least.

7, Interrogatory Seventh. Did not Mr. Pratt in this conversation express a willingness and readiness on his part, to do every thing that was right and fair, to bring about a settlement with Mr. Schoonhoven?

Objected to.
To the seventh cross interrogatory this deponent saith:

In this conversation I think there was nothing said about bringing about a settlement, except this. He said, he had left a proposition with O. Davidson, which, if Schoonhoven complied with, it would be settled.

Direct Interrogatories resumed.

1, Interrogatory first. State, whether or not in the conversation refered to in your first direct examination Mr. Pratt complained that Mr. Schoonhoven had done these things in his absence.

It is very difficult for me, to separate the two conversations. It may have been in the first or in the second I am not sure.

2, Interrogatory Second. Whether it was in the first or second conversation, state whether or not his complaint was that Schoonhoven had taken advantage of his absence.

To the second interrogatory this deponent saith: I am not sure which of the conversations. I dont know, that he said Schoonhoven had taken advantage of his absence, but he had done these things in his absence.

3. Interrogatory Third. State whether or not Mr. Pratt shortly after the conversation refered to in your first direct examination left Elgin and whether he has since returned.

To the third interrogatory this deponent saith:
He left soon after that conversation and has not
281 since returned, to my knowledge.
4. Interrogatory Fourth. Did Mr. Pratt in the
conversation alluded to by you in your answer to
the seventh cross interrogatory above, state the
proposition he said he had left with O. Davidson?
And if yea, what was it?
To the fourth interrogatory this deponent saith.
He did state it. The proposition was, to pay the
amount of the Note or Trust Deed with six per cent
interest, I am not quite sure, whether it was six
or ten and to pay one hundred Dollars in addition
to it. The Hundred Dollars to be paid when he
returned home and the amount of the Trust Deed
to be paid at the expiration of the year. That is
two years from the time the Trust Deed was given.
5, Interrogatory fifth. Upon what amount and for
what length of time was the interest at six or
ten per cent to be reckoned?
To the fifth interrogatory this deponent saith:
The time was a year. I have an impression that
it was upon two thousand Dollars but I may be
mistaken. It was the amount due on the Trust
Deed at the expiration of the first year.
6. Interrogatory Sixth. State whether or not Mr.

Schoonhoven authorized you to accept the proposition and if so, state what, if any thing, you did in endeavoring to settle the matter upon that basis.

Objected to.

To the sixth interrogatory this Deponent saith:

Mr. Schoonhoven told me, that he would accept the proposition, provided he could be secured for the hundred Dollars or it should be paid. With a view of having the matter settled Mr. Davidson and myself went and saw Mrs. Pratt. We communicated to her the proposition. She declined doing anything until she saw her attorney.

Cross Interrogatories resumed.

1, Interrogatory first. When you called upon Mrs. Pratt to see her, did you inform her that Mr. Schoonhoven would accept that proposition or did you state to her that you thought he would accept it. Was not this after Mr. Pratt had left and gone South?

To this interrogatory this Deponent saith:

It is possible that I said, I thought he would accept it. I think Mr. Davidson & myself conveyed the idea to her, that he could be induced to take it. This was sometime after Mr. Pratt had gone South.

2, Interrogatory second. Did not Mrs. Pratt state to you at that time that she had no

Knowledge of her husband offering to pay the hundred
Dollars, that the proposition she had made was,
to pay the amount due on the Note & Trust Deed
283 at the expiration of the first year, together with
ten per cent interest on that amount and one
half of all costs that had been made. She would
see her Attorney, if he advised her to do any
different, she would do so.2

Objected to.

To the second interrogatory this deponent saith:
She did say, that she had no Knowledge of her
husband proposing to pay the Hundred Dollars.
I understood her, that the proposition was to pay
the amount of the Trust Deed at the end of the
first year with the same interest that Dr Pratt
had mentioned to me, I cant say whether that
was six or ten per cent, and pay their own costs
each party but that she Knew nothing of the
hundred Dollars and should do nothing about it
without seeing her attorney.

3. Interrogatory third. Did not Mrs. Pratt also
state that if they settled and if her husband had
agreed to pay a hundred Dollars extra when
he returned, he surely would do so.

Objected to.

To the third interrogatory this deponent saith:

She said words to that effect.

R. H. Padelford

Cross Examination of Ebenezer Retan.

1, Interogatory First. What relation if any are you to Smith Harford and Edward Scofield?

To the first cross interogatory this deponent saith: Smith Harford is my wifes uncle. Thats all the relation there is about it.

2 Interogatory Second. Are you and the Defendants James Schoonhoven, Smith Harford and Edward Scofield on intimate and friendly terms?

To the second cross interogatory this deponent saith: Yes Sir.

3. Interogatory Third. What time was the Note, paid by the Defendant Schoonhoven to the Defendant Scofield made, which you refered to in your answer to the eleventh direct interogatory?

To the third Cross interogatory this Deponent saith: I dont know anything about which interogatory it was, I think it was paid either in February or the first days of March.

4 Interogatory Fourth. What year was this payment made?

To the fourth cross interogatory this deponent saith: 1859.

5. Interrogatory Fifth. Where, to whom and in what manner was the payment made?

To the fifth cross interrogatory this deponent saith:

285 It was made, I think, up in John Wilcox's office paid to Edward Scofield. He paid it with Dr. McClure's notes, that is as far as the notes would go and the rest, gave him a check for it.

6, Interrogatory Sixth. What was the amount of the Notes and what amount of money was the check drawn for?

To the sixth interrogatory this Deponent saith: That I couldnt say, what the amount of the Notes was. I Knew in the time of it but I have forgot now.

7, Interrogatory Seventh. Who was the check drawn on, what was the date of it, for what amount drawn.

To the seventh cross interrogatory this deponent saith: If I had thought of all these things I could have put it down and told you exactly. The check was drawn on Davidson's Bank. I cant say what amount it was nor what date.

8, Interrogatory eighth. Give the amount of the check as nearly as you can recollect.

To the eighth cross interrogatory this deponent saith. It kinda strikes me that it was about two hundred Dollars, but I wouldnt be positive about it.

42

9 Interogatory Ninth. How many Notes was there
286 if more than one and what was the amount of
each Note?

To the ninth interogatory this Deponent saith:
I cant say whether there was five or seven notes
I think the Notes was between three and four
hundred dollars.

10 Were the Notes all given for the same amount?

To the tenth cross interogatory this Deponent saith:
I think they were. I wouldnt be positive.

11, Interogatory Eleventh. When were they due?

To the eleventh cross interogatory this deponent saith:
They were due in September or November. I couldnt
say what month they was due, but in the fall, that
is one every fall for five or seven years.

12, Interogatory Twelfth. Did Scofield take and
receive the Notes of Schoonhoven at their face or
the amount then due on them?

To the twelfth cross interogatory this deponent saith:
No Sir.

13 Interogatory Thirteenth. How did he take them?

Ans. He took them at a discount, so that it made
his twenty four hundred Dollars draw twenty per cent
for one year from the time that he took the notes of
James.

14 Interogatory Fourteenth. Is that all the discount

that was made?

To the fourteenth cross interogatory this deponent saith Yes Sir.

15, Interogatory Fifteenth. Did the first Note become
287 due in October or November 1859. and the other notes in one, two, three, four, five, six and seven years thereafter?

To the fifteenth cross interogatory this deponent saith: No Sir, they didnt come due that way.

16, Interogatory Sixteenth. Did you see and read the Notes?

To the sixteenth cross interogatory this deponent saith: I seen the Notes, I dont Know as I had them in my hands to read them.

17. Interogatory Seventeenth. When did the Notes become due?

To the seventeenth cross interogatory this deponent saith: The month they came due in I cant tell, but one came due in 1859 One came due in 1860 and one in 1861. If there was seven they all kept on so till they all become due. If there was five the same. One become due every year and interest on the whole become due every year.

18. Interogatory Eighteenth. Were said Notes on interest if yea, what interest did they bear?

To the Eighteenth cross interogatory this deponent saith: They was on interest, at ten per cent.

19. Interrogatory Nineteenth. How did you know
288 they were on interest, when you say you didnt read
them?
To the Nineteenth Cross Interrogatory this deponent saith:
I heard Mr. Scofield say so.
20 Interrogatory Twentieth. In your answers to the
cross questions that have been put to you, have you
answered them from your own Knowledge or from what
you have heard Scofield or others say?
To the twentieth interrogatory deponent saith:
Some I Know of my own Knowledge and some I
heard him say.
21. Interrogatory Twenty first. Which do you know
from your own Knowledge and which did you answer
from what you heard Scofield say?
To the twenty first interrogatory deponent saith:
From my own Knowledge I Know all but the one question
and that is about the interest on the Notes.
22. Interrogatory Twenty second. How came you to go
the Office of John T. Wilcox Esqrine at the time
that this settlement was made, at whose if any
persons solicitation did you go there?
To the twenty second interrogatory deponent saith
I dont Know as any one wanted I should go there.
23 Interrogatory twenty third. How came you to
be in the Office at that time? Had you any

business that called you there?

To the twenty third interrogatory deponent saith:

Well I dont Know whether I had or not at that time.

24 Interrogatory Twenty Fourth. Are you loaning

289 money?

To the twenty fourth interrogatory deponent saith:

I have been for the last three years.

25 Interrogatory Twenty Fifth. Have you felt a good deal of interest and taken an active part for the defendants in this suit, since the Note became due mentioned in the trust deed and counseled and advised with them what was the best manner for them to proceed in.

To the twenty fifth interrogatory deponent saith:

So far as dollars and cents is concerned I have no interest in it. I dont think that I have ever advised them any.

26 Interrogatory Twenty sixth. Have you felt a good deal of interest in, taken an active part with the Defendant Schoonhoven and Hanford in their endeavors to get possession of the lands sold under the Trust Deed and annoying the Plaintiffs who are in possession of the same?

Objected to.

To the twenty sixth interrogatory deponent saith. I aint felt no interest in it no more,

than if they could hold the land and the money
290 I might look out when I wanted to loan any money
what shape to get it in.

27, Interogatory Twenty Seventh. Do you wish to be
understood as meaning and answering to the twenty
sixth cross interogatory put to you, that you feel
no more interest and have taken no more active
part than you feel and take in the affairs and
dealings of the business matters of your neighbors
generally?

To the twenty seventh interogatory deponent saith:
I do on the ground that we were neighbors East.

28 Interogatory Twenty Eighth. Will you now swear
that you have no interest, feel no interest, have taken
no active part with the Defendants Schronhoven and
Harford since the commencement of the difficulties
now in litigation in this suit between the Plaintiffs
and Defendants?

To the twenty eighth interogatory Deponent saith:
As far as dollars and cents is concerned I have
no interest in it. I feel an interest that James
should either get his money or something that
is worth the money.

29. Interogatory Twenty Ninth. Did not you go
on to the premises since the sale under the Trust
Deed, when the same was occupied by the complainant

and assist James and Nicholas Schoonhoven in taking down and removing fences from off the lands.

To the twenty ninth interogatory deponent saith:

291 I never removed any fence from off the land.

30 Interogatory Thirtieth. Did you ever go on to the premises and remove fences from one place to another on said land in company with Nicholas and James Schoonhoven? If yea, where was it, under whose directions did you remove them, what place did you remove them to and for what purpose did you remove them?

To the thirtieth interogatory deponent saith: I was on the premises to move a part of the fence. I dont know but I helped them a little. I think I did. It was a year ago this April I think we moved it up on what they called the County line under James Schoonhovens direction. He said he was going to sow that with oats and he was going to build a fence up there by him.

31. Interogatory Thirty first. Did you know of the intention of James Schoonhoven in going on to the land of the Complainants in the Spring of 1859, sowing it to oats and removing his fences before or at the time that he did so?

To the thirty first interogatory deponent saith: The intention is the same as any farmers is, if

he buys land he wants to occupy it.

32, Interogatory Thirty Second. Did you not counsel and advise him before he went on to the land to sow it and move fences, to do so?

To the thirty second interrogatory Deponent saith: No Sir.

33. Interogatory Thirty third. Did you know he was a going to do it, before he did do it?

Objected to.

To the thirty third interrogatory Deponent saith: I think not till Saturday. He said he was going to commence the next monday.

34, Interogatory Thirty fourth. Did you go up there to assist him in sowing grain and removing fences on monday?

To the thirty fourth interrogatory deponent saith: No Sir.

35 Interogatory Thirty Fifth. For what purpose did you go there?

To the thirty fifth interrogatory deponent saith: To hear what Mrs. Pratt had to say.

36. Interogatory Thirty sixth. What did you want to know what she had to say for?

Objected to.

To the thirty sixth interrogatory deponent saith: I dont know, just for the notion of it.

37. Interogatory Thirty Seventh. Did Mrs. Pratt
send out her daughter Ellen, to request you to
293 desist from moving fences and sowing grain?
If yea, what was your reply.

Objected to.

To the thirty seventh interogatory deponent saith:
My reply wasnt anything. I didnt say anything
at all. I dont think the girl said anything about
sowing grain, she spoke about moving fences.

38. Interogatory Thirty Eighth. Did you not tell
Ellen to go back and tell her mother, that she
had better go reading law?

Objected to.

To the thirty eighth interogatory deponent
saith: No Sir, I never spoke to the child at all.

39. Interogatory Thirty ninth. Did you not know
that Mr. Pratt was not at home at that time.

Objected to.

To the thirty ninth interogatory Deponent saith:
Well I knew he wasnt at home without he had
come home within a few days. There was a report
that he wasnt at home.

Direct interogatories resumed.

13. Direct interogatory thirteenth. In what
manner was the interest payable on the notes
of Dr. McClure which he gave to Scofield

For what were said Notes given by McClure to Schoonhoven and if they were secured state in what manner?

To the thirteenth direct interrogatory deponent saith: Annually I believe. I heard the Notes were given for a farm that McClure bought. The Notes were secured by a Mortgage on land a farm that the Doctor bought of James.

14, Interrogatory fourteenth. State whether or not the interest you feel in this cause is such as to cause you to vary or colour your testimony in the least.

Objected to.

To the fourteenth interrogatory Deponent saith: No Sir.

15 Interrogatory fifteenth. At the time you say you was on said premises with James and Nicholas Schoonhoven in April 1859 did you or either of them to your Knowledge, know that any injunction had issued in this case and did you and they not think you had both a legal and equitable right to be there?

Objected to.

To the fifteenth interrogatory deponent saith: No Sir I didnt Know that there was any injunction Well I thought we had, I supposed that they thought

that they had a right to be there.

16. Interogatory Sixteenth. You say you was there
295 to hear Mrs. Pratt. State what kind of a talker
she is.

To the sixteenth interogatory deponent saith:
I didnt hear her talk much that day. I was there
the day the farm was sold, I couldnt tell whether
a lawyer or a priest she talked off pretty glib.

Cross interogatory resumed.

40. Interogatory Fortieth. Do you Know of your
own Knowledge the rate of interest the McClure
notes were drawing, when due, how secured and
what the Notes were given for?

To the Fortieth cross interogatory deponent saith:
I heard them say the notes was drawn at ten per
cent, heard James say so and heard Scofield say
so, they said they was secured by a Mortgage.
I see John sign the Mortgage over. The Notes
were given before I came in here, I heard they
was given for a farm.

Direct interogatories resumed.

17. Interogatory Seventeenth. Did you hear the above
at the time the notes and mortgage were endorsed by
Schoonhoven to Edward Scofield. Objected to

To the seventeenth direct interogatory deponent saith:
Yes Sir up in John Wilcox' office.

Ebenezer Retn.

Note. At the final reading of the above interogatories this deponent desired that the following answer should be taken down as a reply to the sixteenth direct interogatory, to wit:
She is considerable of a talker, was that day that the farm was sold. The day that we was up there I didnt hear her say much of any thing. She said a few words.
Note 2d. At regnest of complainants Counsel each answer to each cross interogatory was carefully read over to the witness at the time that he made answers thereto.
Note 3d. The Counsel for the defence also joins in the above regnest.

John King J. P.

Cross Examination of John Salisbury.

1, Interogatory First. Will you state whether you sold the farm mentioned in the sixth interogatory. If yea, state to whom you sold it and when you sold it.
Objected to.
To the first cross interogatory deponent saith:
I have sold it to Daniel Clark the thirtieth day of last May.

2. Interogatory Second. What price did you sell that farm for per acre?

Objected to.

297 To the second interogatory Deponent saith:
I think it was thirty five or six Dollars.

3, Interogatory Third. Dont you Know that the same man who bought your farm, wanted to buy the Pratt farm, the Complainants in this suit and would have paid them as large or larger price per acre as he paid you for yours at the time he purchased yours, if they could have given him a good title to it.

Objected to.

To the third interogatory Deponent saith:
Mr. Clark told me, that he wouldnt have it. I heard that Mr. Clark talked of buying of it. and I asked Mr. Clark. He said he didnt like the farm or the price.

4, Interogatory Fourth. Isnt the Pratt farm when taken together as a whole, that is including the wood land on it, the cedar swamp, the stone quarry the water the quality of the arable land, its location one of the best and most valuable farms in this section of the county?

To the fourth interogatory Deponent saith:
No Sir.

5. Interogatory Fifth. Was not that farm worth

more per acre at the time you sold your farm, than your farm was.[2]

Objected to.

To the fifth interogatory deponent saith:
I should think not.

Direct Examination resumed.

1, Interogatory First. State whether there were crops growing upon and sold with your farm and if yea, what kind of crops and how many acres of each kind.

To the first interogatory deponent saith:
Yes there was crops there, there was wheat, oats, corn potatoes and grass. About 14 or 16 acres of wheat about 18 acres of oats, I think 28 acres of corn potatoes about an acre and a half. Somewhere about 50 or 60 acres of timothy or clover.

2, Interogatory Second. What was the condition of your farm as to buildings fences fruit wood and improvements generally as compared with the Pratt farm, at the time you sold.

Objected to.

To the second interogatory Deponent saith:
They were a good deal better improvements.

John Salisbury.

Cross Examination of John S. Riddle.

1, Cross Interogatory First. Who was present in the morning at the time that the conversation occured
299 between Mr. Schoonhoven and Mrs. Pratt referred to in your answers to the third, fourth, fifth, sixth and seventh interogatories ?

To the first cross interogatory Deponent saith: James Schoonhoven, Mrs. Pratt, Smith Harford Well I dont recollect whether there was any one else there or not. I dont know whether Tillotson was there that morning or not.

2, Second Cross Interogatory.

State to the best of your recollection word for word all that was said in the conversion in which it was said by Mrs. Pratt, Scoonhoven and Harford and what directions you received from them or either of them, from the time that they first came into your office at the time you refered to in your answer to the third interogatory to the time that Schoonhoven Harford and Mrs. Pratt left in the morning of the next day.

To the second cross interogatory Deponent saith: Well I cant go on and state their language, I can state the substance of it. That was this: Mrs. Pratt came there first, expecting to meet Mr. Schoonhoven to arange or settle Trust

Deed that Schoonhoven held against the farm of Dr. Pratt. Mr. Schoonhoven and Basford came there late in the afternoon, made an agreement to arange the matter of the Trust Deed by Mrs. Pratt giving Schoonhoven a new Mortgage and a Note for Twenty four hundred Dollars to be due in one year from the twenty second of December (I think) 58, pay Schoonhoven four hundred Dollars the next morning send the Mortgage and Note to Dr. Pratt for him to sign the Note and mortgage, who was then supposed to be somewhere in the State of Tennessee, have the same back by the twenty fifth of January 59 pay what expenses had then been made on advirt, ising the premises to be sold by the Trust Deed, pay the taxes on that part of the premises in Cook County. Schoonhoven was to extend the time of the payment for one year from the twenty second of December 1858 or from the time the first Note and Trust Deed become due. The next morning parties met at the offiie again. Mrs. Pratt did not want to pay the four hundred Dollars unless the same was endorsed on the old Note or that Schoonhoven would pay it back to her in case Dr. Pratt did not sign the new mortgage and note. To this Schoonhoven refused, stating that Dr. Pratt

before he left, had agreed to settle up and pay
301 the Trust Deed, that he had gone off without
doing so. That said Schoonhoven to accomodate
Dr. Pratt had given Scofield his Note for the
same amount of money and that he had got that
to pay and that by accomodating Dr. Pratt he'd
got himself into this trouble and that he did not
believe that the Doctor intended to do so as he had
agreed and keep him harmless from the Scofield
Note. That all he wanted was to be released from
the Scofield Note. That the Trust Deed had
been changed or interlined so that Scofield
would not take it and that Mrs Pratt not
willing to do then as she had agreed and that
he was not willing to stand as security for Scofield
any longer. That all he wanted was to be released
that any arrangement she could make with
Bosworth or Scofield whereby he could be released
would be satisfactory to him, but if they did not
see fit to protect him he should try and protect
himself. That he would not bother any longer
and stand security to Scofield and they not
try to help him.

3. Third Cross Interrogatory.

Did you not understand from the parties, when
they first came into the offic that they had come

to a finial agreement, prior to that how the matter should be arranged and that they had come to the office of said Wilcox to have the finial papers made out for execution in pursuance of that agreement and that was all there was to be done ?

To the third cross interrogatory Deponent saith: They didnt come there together. Schoonhoven and Harford did not come there till near night or late in the afternoon. Mrs. Pratt may have stated that they had settled but I do not recollect as the parties together stated that they had come to any other conclusion or settlement than the one above related.

4. Fourth Cross Interrogatory.

Did not Mrs. Pratt state to you when she first came into the office to inquire for Mr. Wilcox and on ascertaining he was not at home, state to you that she, S. C. Bosworth, James Schoonhoven and Smith Harford had arranged the matter between Schoonhoven Pratt and Harford, that Schoonhoven and Harford was to meet her there to have the papers made out for execution in conformity with said agreement and that they were to be forwarded to Pratt for his execution and then returned and when returned delivered over to Schoonhoven and the old papers delivered up and cancelled ?

Objected to.

To the fourth cross interrogatory deponent saith: I do not recollect as Mrs. Pratt stated that they
303 had made a finial settlement of the matter, neither do I recollect of her inquiring for Mr. Wilcox. I know Mr. Bosworth came there in company with Dr. Root as I learned for the purpose of taking up this Trust Deed which Schoonhoven held and becoming himself security or paying the money, but on learning the fact that the Deed was interlined for the purpose of having an equity of redemption therein, he refused to have anything to do with the matter or assuming the responsibility under the old deed. That he would however take the property under new papers but went away without coming to any agreement while at the office. Mrs. Pratt Mr. Bosworth, Mr. Schoonhoven, Mr. Basford were not at the office together on either of said days to my knowledge. The above answer objected to by Complainants Counsel.

5, Fifth Cross Interrogatory

Will you answer my fourth cross interrogatory? I yea, go on and answer it, the same as if it was repeated.

Objected to.

To the fifth Cross interrogatory deponent saith:
Well Sir, I dont think she stated any such thing.

6. Sixth Cross interrogatory.
Do you Know for what purpose Mrs. Pratt came over there in the afternoon at the time she give you directions if any she give about making out papers
Objected to.
To the sixth Cross interrogatory deponent saith
From what she stated to me I think I do.

7. Seventh Cross Interrogatory.
Did she not state at that time, that Schoonhoven and Harford herself and Mr. Bosworth come to an agreement in the matter between Schoonhoven and the Platts, they was to meet her at Mr. Wilcox's office, who was to make out the writings in conformity with that agreement which were to be sent on to Mr. Pratt to be executed by him. State fully all she said in relation to that matter at that time
Objected to.
To the seventh cross interrogatory Deponent saith:
Mrs. Pratt came there a second time that day, asked me if Schoonhoven and Harford had been there.
She further stated that they had agreed to meet her there have a Mortgage drawn and a Note for Twenty four Hundred Dollars payable in one year from the twenty second day of December 1858 send the same to

Dr. Pratt somewhere in Tennessee for him to execute
send the same back, pay Schoonhoven $400 the next
305 day. He had agreed to continue the sale, give her time
to do this and extend the payment for one year on
these new papers and that she was to pay the expenses
and have them made. I have no recollection that
this arangement had been entered into between any
other persons than herself and Mr. Schoonhoven.

8. Eighth Cross interogatory.
Are you positive that Mrs. Pratt said she was
to pay the four hundred Dollars the next day?
To the 8th cross interogatory Deponent saith:
I am Sir.

Ninth Cross Interogatory.

9. Are you any more positive of that statement
than any other that you have made?
To the 9th cross interogatory Deponent saith:
Yes Sir.

10. Tenth cross interogatory.
Why are you more positive in that than the other
statements that you have made?
To the 10th cross interogatory Deponent saith:
The next morning Mr. Schoonhoven informed me
that Mrs. Pratt was not willing to pay him the
$400 that she had agreed to the day previous.
Mrs. Pratt also informed me that Mr. Waldron
or Mr. Davidson had advised her not to pay the

$400 unless the same was endorsed on the old papers
306 and have Schoonhoven agree to extend the time on
them in case the new papers were not executed. And
that in her not paying this $400 that morning,
she had agreed the afternoon previous, broke up the
arangement between her and Schoonhoven.

11. Eleventh Cross interrogatory.

Will you swear, that Mrs. Pratt said that her
refusing to pay to Schoonhoven the $400 broke
up the arangement that had been made between
her and Schoonhoven the day before?

To the eleventh cross interrogatory Deponent saith,
I dont swear at all that Mrs. Pratt said that her
refusal to pay Schoonhoven the $400 broke up the
arangement.

12, Twelfth Cross Interrogatory

Did not Mrs. Pratt state the next morning that
she was willing to pay the money if Mr. Schoonhoven
would indorse it on the Note or Trust Deed or give
her a receipt that in case Mr. Pratt didnt get the
papers in season to execute and return them or
should die before they got there for him to execute
that then they would pay back the money again
to her.

To the 12th. cross interrogatory deponent saith:
My impression is that she made some such statement

to about that effect. I dont recollect the precise language now.

13. Thirteenth Cross Interrogatory.

30/ Did she not repeatedly state that she was ready to do and had done as far as she could do, precisely as it was agreed between her and the Defendant the day before in the presence of Mr. Bosworth?

Objected to.

To the thirteenth cross interrogatory Deponent saith: She may have made such statements to me after Schoonhoven went away but I am not positive that she used Mr. Bosworth's name in particular or not.

14. Fourteenth Cross Interrogatory.

Did she not make the statements in the cross interrogatory Thirteen to Mr. Schoonhoven in Mr. Wilcox's office that morning while you was present.

To the 14th cross interrogatory Deponent saith: She may have done so.

15 Fifteenth Cross Interrogatory

Did you on that occasion make out a Mortgage and Judgment Note for the Complainants to execute running to the Defendant James Schoonhoven to secure the payment of $2400 in one year from the twenty second day of December 1858? If yea state.

To the 15th cross interrogatory Deponent saith:

Well Sir, I made out a Mortgage and Note either
308 that morning or the evening previous for the Sum
of Twenty four hundred Dollars due and payable
in one year from the 22d day of December 58
to James Schoonhoven which was to be executed
by these Complainants.

16. Sixteenth Cross interrogatory.
To whom did you deliver the Mortgage Note and
letter and how were they done up and for what
purpose was it delivered, if it was delivered to
any person?
To the 16th Cross interrogatory deponent saith:
I think the mortgage, note and letter were done up
in a large envelope, directed on the outside to
Dr. Pratt somewhere in the Southern States given
by me to William Pratt with directions to put it
in the post office.

17. Seventeenth Cross Interrogatory.
Did you not state to Mrs. Pratt and advise her
to send on the Mortgage and Note by you made to
Mr. Pratt for him to execute and return as you believed
uted to. that Mr. Schoonhoven would accept them yet.
To the 17th Cross interrogatory Deponent saith:
I think I did.

18 Eighteenth Cross Interrogatory
Was not Mrs. Pratt feeling very bad on that occasion?

Objected to.

To the 18th. cross interrogatory Deponent saith:

Well Sir all I can say is, from appearance she appeared

309 to.

19. Nineteenth Cross interrogatory.

Are you and the Defendants on intimate and friendly terms?

To the 19th. cross interrogatory Deponent saith:

Well Sir I dont know that we are on intimate terms, we meet each other as neighbors.

20. Twentieth Cross Interrogatory

Did you make your answer to the third fourth fifth sixth and seventh interrogatories from a written statement handed to you by the counsel for the defendant.

To the twentieth cross interrogatory deponent saith:

Partly from that and from my own recollection of what took place at Wilcox' office between the parties.

21. Twenty first cross interrogatory

Have you read from the copy of the depositions taken by J. S. Wilcox Esqrire on the part of the Complainants

To the twenty first cross interrogatory deponent saith:

I have never read nor seen them nor heard them read.

Direct examination resumed.

310

9. Interrogatory ninth.
Who drew the written statement mentioned by you in your answer to the twentieth cross interrogatory above and how long after the time, the things therein mentioned took place, was it drawn?
To the 9th Interrogatory Deponent saith:
I drew it myself not to exceed two months after the circumstances therein mentioned took place.

10. Interrogatory Tenth.
State whether or not you read over your testimony under the direct examination since you gave it and before your cross examination to day.
To the tenth Interrogatory Deponent saith:
I read a very little of it this morning. I could have read the whole if I'd have wished to.

11. Interrogatory Eleventh.
Was either of the Defendants present when you gave the Note Mortgage and letter in the envelope to Mrs. Pratts boy.
Ans. I think not.

John T. Riddle

Cross Examination reopened.
Dfts Counsel objects generally.

22. Twenty second Crofs Interrogatory.
Look at this Trust Deed and these two promissory
31 Notes (handing them to the witness) and state
whether you ever saw those notes before and that
Trust Deed? If yea state when and where you
saw them and who handed them to you?
To the 22d cross interrogatory Deponent saith:
Well Sir, I cant say that I ever saw these papers
before. The Deed I am confident I never saw and
I have no recollection of seeing them Notes.

23. Twenty third Crofs Interrogatory.
Did Smith Hanford ever bring to you in the
last of December 1858 or the first of January 1859
a Trust Deed purporting to be made by one
Russell Grimes with two promissory Notes therein
described, payable to Mary L. Pratt or bearer
asking your advise as to whether they were good
or not?
To the 23d crofs interrogatory Deponent saith:
I have no recollection of his ever showing me a Trust
Deed executed by Russell Grimes but that he
showed me some notes signed by Russell Grimes
and payable to Mary L. Pratt, asked my
advise about the notes being good and stated
that they were secured by a Trust Deed or a
Mortgage on property in Algonquin in McHenry

County State of Illinois.

24. Cross Interrogatory Twenty Fourth.

Are these the Notes (handing them to the witness) that Hanford handed to you at that time?

To the 24th cross interrogatory Deponent saith: I cant say whether they are or not.

John I. Riddle.

Deposition of David Scofield

1, Interrogatory First.

What is your name and age?

To the first interrogatory Deponent saith: My name is David Scofield. I am about Fifty two years of age.

2, Interrogatory Second

Where did you reside in the year 1857?

To the 2d Interrogatory Deponent saith: In Connecticut Stamford Fairfield County.

3 Interrogatory Third

Were you in this place during the fall of that year?

To the third interrogatory Deponent saith: I was here in November and the fore part of December I think.

4. Interrogatory Fourth. Did you have any money

to loan with you then ? If yea, state how much.
To the fourth Interogatory Deponent saith:
I had about Four Thousand Dollars. I might have
315 had a little more but not much from it.
5 Interogatory fifth.
Did the Complainant J. B. Pratt want to loan
any money of you while you were here on that
occasion ?
To the 5th Interogatory Deponent saith
Mr. Pratt wanted to loan money I understood by
him and others.
6. Interogatory Sixth.
Did you make any agreement or arangement with him
to loan him any amount of money, provided the security suited you.
To the Sixth Interogatory Deponent saith:
I will tell you, if you want me to, all about it.
We didnt come to any agreement. We talked of it
one time in the street. He asked me then, I think,
what interest I should charge, I asked him
twenty per cent. We didnt come to no conclusion
at that time, whether I would let him have it
or not. I had rather objected to letting him have
the money because I had heard the security wasnt
what I should like.
7. Interogatory Seventh.
Did you at that time loan any money here ?

If yes, state the amount that you loaned.

314 To the seventh interrogatory Deponent saith: I did before I left the State. I loaned Two thousand Dollars.

8 Interrogatory Eighth

If you took any persons Note for the two thousand Dollars so loaned, state the names of those persons the amount of the Note when it was dated and when it was payable.

To the 8th Interrogatory Deponent saith: I took Mr. Schoonhovens Note and Mr. Hanford signed with him, James Schoonhoven and Smith Hanford. The amount was Twenty four hundred Dollars I think, I cant tell when it was dated, sometime in December though, I think a year from the date I think.

9. Interrogatory Ninth.

Examine the Note now shown you, attached to S. Hanford's Disposition and marked Exhibit "H" State whether that is the Note which you took for the said Two Thousand Dollars.

To the ninth interrogatory Deponent saith: I should think it was, am not positive.

10. Interrogatory Tenth.

State how it happened that Mr. Schoonhoven and Hanford come to give you said Note.

Explain fully, what connexion if any said Pratt had in the matter and all the circumstances connected with the making the said Note.

315

To the 10th Interrogatory Deponent saith:

Mr. Miller and myself went to Mr. Pratt one day at his house and went up stairs in the hall, Mr. Miller knocked at the door, I think some one come to the door and opened it. Mr. Miller asked if Mr. Pratt was in there, said that he was. I think he said that Mr. Scofield wanted to see him. He came to the door shortly. Mr. Miller spoke to him and told our business. I think, he said his child was dead. I think Mr. Miller told what we come for and done pretty much of the talking I didnt say much of any thing. He wanted Mr. Miller to get the money and said he would give him security on his property or place if he would do it. He wanted him to go and settle up what was against his place, a jndgment or something I dont know what you call it. I think he told how many days it was before it run out, before he should lose his place. Mr. Miller refused said he wasnt as well acquainted here as some others, he had better get some one else. Mr. Schoonhoven was spoken of and he said he would go and try and get him or words to that effect. That was all that was said then, or

about all. He was in the hall all the time. Well I couldnt say whether it was the same day or the next day or a short time after he Schoonhoven tried to get me to take fifteen per cent. I told him that I wanted twenty per cent, that I had been loaning for that. He agreed to give it. At the time we come down and was talking about it, we made the Note for $ 2400 I took the Note and let him have the money. Harford signed with him. I was well acquainted with him.

11. Interogatory Eleventh.

Had you not had a conversation with Mr. Pratt in reference to letting him have Two Thousand dollars at twenty per cent and taking security on his farm for the repayment of the money, before the conversation that took place in the hall which you have sworn to above?

To the 11th interogatory Deponent saith:

Yes I had had a conversation with him.

12. Interogatory Twelfth.

Was it not understood between you and Pratt, that you would probably take the security on the farm and didnt you afterwards change your mind on that subject.

To the 12th interogatory Deponent saith:

Yes that was the case. I think it was talked of more than once.

13. Interogatory Thirteenth.
Why did you change your mind and not let him
317 have the money on the security of the farm?
To the 13th Interogatory Deponent saith:
The reason was, a friend of mine told me that he had seen the place and didnt think it was as good as it was represented to me. He said there was a good deal of side hill on it and a good deal of scrub oak bushes. He said Schoonhovens Note and Harfords would be good he thought. I thought so myself and so I took their Note. Lockwood Crop told me. He lives in Union, Mc Henry County.

14. Interogatory Fourteenth.
Were you at that time much acquainted with James Schoonhoven.
To the 14th Interogatory Deponent saith:
I had seen him a few times. Was not particularly acquainted with him.

15. Interogatory Fifteenth.
Was the Two thousand Dollars that you loaned got for the benefit of Schoonhoven or for the benefit of Pratt.
To the 15th interogatory Deponent saith:
It was said that Mr. Pratt was going to have it. I couldnt say what Mr. Schoonhoven did with it.

16. Interogatory Sixteenth.

318 Dont you know that that was the fact as well as you know anything

Objected to.

To the sixteenth interogatory Deponent saith:

No Sir. I know it was talked so by Mr. Schoonhoven and Mr. Pratt said he would try and get him to do it or words to that amount. I suppose it was for him, but couldnt say it was. That was from hear say.

17. Interogatory Seventeenth.

Do you Know whether the said Pratt did or not send for Schoonhoven, to come and assist him to get the money.

To the 17th interogatory Deponent saith.

I dont recollect that he did.

18 Interogatory Eighteenth.

How if at all was Pratt to secure Schoonhoven for the Two thousand Dollars?

Objected to.

To the 18th interogatory Depnent saith:

I dont Know that, I dont Know as I see Mr. Pratt after I saw him in the hall.

19. Interogatory Nineteenth.

At the time the Note was being made did not Mr. Schoonhoven tell you what the money was got for.

Objected to.

To the 19th interogatory Deponent saith:

319 I dont recollect that he did. He might have but I dont recollect that he did.

20 Interogatory Twentieth.

Did said Twenty four Hundred Dollar Note pass out of your hands? If yea, to whom and when?

To the 20th Interogatory Deponent saith:

Yes Sir, to Edward Scofield, my brother. It must have been Jannary, I think, following.

21. Interogatory Twenty first.

What Miller was it that was with you and had the conversation in the hall with Platt?

To the 21st Interogatory Deponent saith:

Wesley Miller.

Cross Examination.

1. Cross Interogatory First.

Mr. Scofield, what relation are you to Smith Hanford.

To the 1st cross interogatory Deponent saith:

Cousin, I suppose.

2, Cross Interogatory Second.

Was a part or the whole of the money you let Schoonhoven and Smith Hanford have at the time you let them have it, as above stated, your brother

Edward Scofields and by him plced in your hands to loan?

To the 2d. Crofs Interogatory Deponent saith: I can tell you just how it was. I had about Two thousand Dollars and he had about the same amount. He let me have his, I took it all together in a package, I took it in draft out of the Stanford Bank in my name. I came out here and loaned it all and when I got back home I told him what I had done, that I had loaned the whole of it and how. I divided it and told him, I would give him the choice in the paper. He said he would take Schoonhovens and Hanfords as he was well acquainted with Hanford and was not acquainted with the others.

3. Interogatory Third.

Was the only reason why you didnt let Pratt have the money and take the Trust Deed on his farm as you had previously talked, the statements made to you by said Crofs as to the value and situation of said farm?

To the third Crofs interogatory Deponent saith: Well I heard others talk as well as him.

4. Crofs Interogatory Fourth.

Who are they? Give their names.

To the 4th crofs interogatory Deponent saith:

I think I have heard Mr. Eben Nelan say something. That it was not Prairieland, that there
321 was some sidehill and bushes. I dont recollect any one in particular now. I think I have heard him through.

5. Cross Interrogatory Fifth.
Didnt Wesley Miller and others make the same or similar statements? Give their names.
To the 5th Cross Interrogatory deponent saith.
He might but I dont recollect that he did.

6. Cross Interrogatory Sixth.
What kind of money did you pay to Schoonhoven this Two thousand Dollars? Was it currency Specie or drafts on the City of New York.
To the 6th Cross Interrogatory Deponent saith:
It was drafts I think.

7. Cross Interrogatory Seventh.
At whose instance did you come to Elgin to testify in this case?
To the 7th Cross interrogatory deponent saith:
I had a letter from Mr. Miller (Wesley Miller) stating that Mr. Schoonhoven wanted me to come out here Monday or Tuesday to testify in this case.

8. Cross Interrogatory Eighth
When did you receive that letter and when did

you arrive here?

To the eighth Cross Interrogatory Deponent saith: Monday I received it (of this week) about 4 O'clock P. M. Tuesday just at night

9. Cross Interrogatory Ninth.

What rate of interest did Schoonhoven pay you for the Two thousand Dollars that you loaned to him?

To the 9th. Cross Interrogatory Deponent saith: He agreed to pay twenty per cent. I dont Know that he has ever paid any. The Note passed out of my hand shortly after it was made.

10. Cross Interrogatory tenth.

Do you Know from any statement that your brother Edward has made or from your own Knowledge what interest he has paid?

Objected to.

To the tenth Cross interrogatory Deponent saith He told me that James Schoonhoven had settled with him, I think. He told me what he had taken but I couldnt tell the particulars, as it was nothing that concerned me, that he took some notes secured by a farm that Schoonhoven sold I think I asked him if they was good and he said he supposed they was.

11. Interrogatory (cross) Eleventh.

Do you know from your own knowledge or from any thing that you heard your brother Edward say
323 what rate of interest Schoonhoven paid for the use of the money the time that he had it.
To the 11th Cross Interogatory Deponent saith: I never heard him say but what he paid the full face. I suppose he paid it.

12. Cross Interogatory Twelfth.
Where did you have the conversation with Cross, that you refer to in your direct examination and was said Cross a relative of Retan, Wesley Miller, Smith Harford or Schoonhoven?
To the 12th Cross Interogatory deponent saith: It was at his house in Union. He is a Cousin to Wesley Millers wife.

Direct Examination resumed.

22. Interogatory Twenty Second.
In answer to the Sixth Cross Interogatory you speak of the kind of money that was passed over to Schoonhoven. State what the facts were in regard to the exchange and if you received anything from Schoonhoven, state what for and how much.

I let him have drafts to the amount of two thousand Dollars. I think he gave me four and a half per cent

for them Ninety Dollars. He gave me a check on this Elgin Bank and I drawed the money.

Cros Examination resumed.

13. Cros Interogatory Thirteenth.

Was there any further negociation between you and said Pratt in respect to letting him have money, either directly or indirectly, after you left said Pratt at the time you state that you and Miller called upon him at his house and had a conversation in the hall.

To the 13th. Cros interogatory Deponent saith: I dont recollect of ever seeing of him since, at any time. I never had.

David Scofield.

Deposition of Smith Harford.

Complainants object to the introduction of this witness.

1. Interogatory First.

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

To the first interogatory this Deponent saith: Smith Harford I call myself, Fifty three and a little over. City of Elgin live in Occupation, I have a little piece of land

and go up and work on that and spend my
325 time in the village.
2 Interrogatory Second.
Are you acquainted with Philemon B. Pratt and Mary L. Pratt, Complainants in this suit and also with James Schoonhoven and Edward Scofield of the Defendants in this suit? If yea, state how long you have known them.
To the second interrogatory Deponent saith:
I have been acquainted with Mr. Pratt, was some acquainted with him before he moved here and both of them ever since they resided in this place, Kane County here Elgin. I have been acquainted with Mr. Scofield ever since we were boys small together. I have been acquainted with James Schoonhoven somewhere about twenty five years.
3. Interrogatory Third.
Are you one of the Defendants in this suit?
To the third Interrogatory Deponent saith:
All I know about it is reading the papers and what I have heard.
4. Interrogatory Fourth.
Are you related by marriage or otherwise to any of the parties to this suit? If yea state to which of them and how?
To the fourth interrogatory Deponent saith:

I am brother in law to James Schoonhoven by
326 mariage. I am a cousin to Mr. Scofield.
5. Interogatory Fifth.
Have you any Knowledge of the Defendant James
Schoonhoven having and holding a Note against
the Complainant I. B. Pratt, which was secured by
a Trust Deed on land that the Complainant
bought of William Welch?
To the fifth interogatory Deponent saith:
I have.
6. Interogatory Sixth. State, if you Know, how that
Note and Trust Deed came to be given and all
the circumstances so far as you Know, that caused
them to be given.
To the sixth Interogatory
They were given for money. I think two years ago
last fall. Mr. Pratt made an application to me
for money. I told him, the amount was so large
I didnt think I could get it for him. I told
him, if any of my friends came in from the East
I would help him to obtain a loan. He stated to
me the difficulty he was in. He told me it troubled
him so, he could not sleep o' nights.
I think it was a month or two, or two or three months
I wont be certain, I informed him that my cousin
was here from the East with money. I left him

I was informed that he had seen my cousin and had
conversation in regard to a loan. My cousin went
327 to Whiteside County and agreed to return by a
certain time back here again. He came back within
the time agreed to.
Mr. Scofield and Mr. Pratt they agreed on a
certain amount of money and a certain rate of intrest.
I learnt that the time had almost expired of the
redemption of the farm. I learnt that Mr. Scofield
hesitated in letting Mr. Pratt have the money then.
It caused quite a little talk between Mr. Schoonhoven
Scofield and Pratt. Schoonhoven then consented to
give Scofield his Note for a certain amount of money
and Pratt was to give Schoonhoven a Note and
Trust Deed for the same amount that Schoonhoven
gave Scofield.

7. Interrogatory Seventh.
What was the amount of money Pratt wanted?
To the seventh Interrogatory Deponent saith:
Two Thousand Dollars.

8. Interrogatory Eighth.
What did he want it for.
To the eighth interrogatory Depinent saith:
I was to redeem a Mortgage against his farm.

9. Interrogatory Ninth.
Had his farm been sold? And was it not to

redeem said farm from said sale?

328 To the ninth Interrogatory Deponent saith:
I understood it had been sold and it was to redeem
the farm.

10. Interrogatory Tenth.
Did Pratt tell you so?
To the tenth Interrogatory Deponent saith:
My best recollection is, that he did.

11. Interrogatory Eleventh.
State what Pratt said the difficulty was, he was in
and which prevented him from sleeping nights?
To the Eleventh Interrogatory Deponent saith:
He was afraid that he would not be able to get
the money and consequently would lose the farm.

12. Interrogatory Twelfth.
Was the farm he was afraid of losing the same now
in controversy in this suit?
To the twelfth interrogatory Deponent saith:
It was.

13. Interrogatory Thirteenth.
What was the amount of money Scofield and
Pratt agreed on and what was the rate of
interest and length of time?
To the thirteenth Interrogatory Deponent saith:
Two Thousand Dollars was the amount. Twenty
per cent interest. One year the time was, I so

understood it at that time.

14. Interrogatory Fourteenth.

324 State whether after Scofield had agreed with Pratt upon the amount of money, rate of interest and time he Scofield did or not refuse to let Pratt have it on his own paper and security.

To the fourteenth Interrogatory Deponent saith: He refused to let him have it.

15 Interrogatory Fifteenth.

State if you know, whether Scofield informed Pratt how and on what security the money could be had.

To the fifteenth interrogatory Deponent saith: Scofield told Schoonhoven he could have the money and he could get his security of Mr. Pratt. I so understood it at the time.

16. Interrogatory Sixteenth.

Did you hear Scofield tell Pratt the reasons for his refusal to let the money on Pratts papers and security? If yea, state what he said.

To the sixteenth interrogatory Deponent saith: I am not positive that I did hear him tell him.

17. Interrogatory Seventeenth.

How did Schoonhoven happen to have anything to do with the matter?

Objected to.

To the seventeenth Interrogatory Deponent saith:

I understood that Mr. Pratt could not obtain the money
330 and Mr. Pratt got Mr. Schoonhoven to assist him in
obtaining the money.

18. Interrogatory Eighteenth.
Did Mr. Pratt tell you so?
To the eighteenth interrogatory Depoment saith:
I do not recollect whether Mr. Pratt told me so
or I leaint it from the two together.

19. Interrogatory Nineteenth. Did Mr. Schoonhoven
give a Note to Mr. Scofield for the money?
To the Nineteenth Interrogatory Depoment saith:
He did.

20. Interrogatory Twentieth.
Did any other person sign as maker with him
said Note? If yea, who?
To the twentieth Interrogatory Depoment saith:
I did, I signed the Note with Schoonhoven.

21. Interrogatory Twenty first.
Had you any interest in the money?
To the Twenty first interrogatory Depoment saith:
I had not.

22. Interrogatory Twenty second.
Did you receive or ever expect to receive any benefit
or advantage from the loan of said money?
To the Twenty second I never did.

23. Interrogatory Twenty third. What motives then

prompted you to sign the Note?

To the 23d Interogatory Depment saith:

To make Scofield seame for the money, for he was not very

381 well acquainted with Schoonhoven at that time.

24. Interogatory Twenty Fourth.

Had Schoonhoven any interest in the said money?

To the twenty fourth interogatory Deponent saith:

Not to my knowledge, He haidnt.

25. Interogatory Twenty fifth.

Examine the paper now shown you, marked by John King Esq. the Justice of the Peace before whom your deposition is now being taken. Exhibit "H." and now attached to your Deposition and state what it is and whether or not it is the Note that was given for said money by you and Defendant Schoonhoven?

To the twenty fifth Interogatory Deponent saith:

That is the Note that was given for the amount of money to Scofield.

26. Interogatory Twenty sixth.

Did said Schoonhoven receive or expect at the time to receive any benefit or advantage whatever from the loan of said money?

Objected to.

To the twenty sixth interogatory Deponent saith:

Not to my knowledge, he never did.

27. Interogatory Twenty Seventh.

332 Did you hear the Compluinant P. B. Pratt say anything to the defendant Schoonhoven about helping him Pratt get the money ? If yea, state what the conversation was between them on the subject.

To the Twenty seventh Interogatory Deponent saith: I do not recollect hearing Mr. Pratt say anything to Schoonhoven about it, but they was talking together upon the side walk near Mr. Fish's store and they finally parted. This was near night I think. This Note mentioned here was drawn that evening and signed by Schoonhoven and myself.

28. Interogatory Twenty Eighth.

Have you any intrest directly or indirectly in the land or any matter in controversy in this suit.

To the Twenty Eighth Interogatory Deponent saith: Not any.

29. Interogatory Twenty ninth.

Previous to said Notes becoming due, did you hear any conversation between the Defendant Schoonhoven and the Compluinant P. B. Pratt in relation to the said Note ? If yea, state when it was and what was said.

To the twenty ninth Interogatory Deponent saith: I dont recollect of hearing them say anything about it to my knowledge now, when they was both present either of

them.

30 Interogatory Thirtieth. Did Schoonhoven wes say
333 anything to you in reference to the payment or dis-
position of said Note and of continuing in the situation
in which he was with the said Pratt?

Objected to.

To the thirtieth Interogatory Deponent saith:
He did.

31. Interogatory Thirty First.
Did you tell Pratt what Schoonhoven said to you
in reference to said subjects?

Objected to.

To the thirty first Interogatory Deponent saith:
I did a part of it.

32 Interogatory Thirty second.
State what Schoonhoven said to you, which you
told Pratt in reference to said subjects.

Objected to.

To the Thirty second Interogatory Deponent saith:
Schoonhoven told me, that he wouldnot wait on
those papers no longer than they was due. I also
informed Mr. Pratt of the same or give him to
understand the same.

33. Interogatory Thirty third. When was this?

To the thirty third Interogatory Deponent saith:
Previous to the Note becoming due.

34. Interrogatory Thirty fourth.

334 Did you have any conversation with Pratt in reference to renewing the loan from Scofield and of terms on which it might, if at all, be renewed? If yea, state when and also state the conversation.

Objected to.

To the thirty fourth interrogatory Deponent saith: I did, at two or three different times I think I had conversation with him. The Terms was to pay Four Hundred Dollars and he would make a new Mortgage running to Edward Scofield. For one year I think the time was.

35 Interrogatory Thirty fifth.

State what you said to Pratt and what he said in reply, give the words used, if you can, in relation to said renewal.

Objected to.

To the 35th Interrogatory Deponent saith: I stated the terms, that he could have an extension of time. He told me he wasnt willing to give any new Mortgage. He give me his reasons why he wouldnt He told me Mrs. Pratt would not sign no new papers.

36 Interrogatory Thirty Sixth.

What did you say to or tell Pratt in that conversation?

Objected to.

To the Thirty Sixth Interogatory Depment saith:
I told him that Schoonhoven was not willing to remain
335 in that situation that he was placed in about money.
37. Interogatory Thirty seventh.
If you said anything else to him at that time, tell what and all you said.
Objected to.
To the thirty seventh Interogatory Depment saith:
I tried to effect the arangement between him and Scofield, that Schoonhoven might be released from that debt or the security. Pratt appeared to be unwilling to make any change from what was already made in regard to any new papers.
38 Interogatory Thirty Eighth.
You say you tried to effect an arangement. Now will you tell what you said. Give us the language you used.
Objected to.
To the thirty eighth interogatory Depment saith:
I told Mr. Pratt, that Scofield would extend the time if he would make a new Mortgage to him by paying four hundred Dollars. I think that is the substance of my conversation with him.
39 Interogatory Thirty ninth.
When did this conversation occur? Was it before after or about the time said Note became due?

To the Thirty ninth Interrogatory Deponent saith
336 It was a very few days before the note became due.
40. Interrogatory Fortieth.
Did you know from Scofield that he would do as you stated to Pratt he would. ?
Objected to.
To the Fortieth Interrogatory Deponent saith:
He told me in one conversation he would, Scofield did.
41. Interrogatory Forty first
Were you ever requested to go to said Pratts house?
If yea, state who requested you and when it was.
To the 41 st. Interrogatory deponent saith:
It was a few days after the Note become due. I am not positive whether it was James Schoonhoven or his son requested me. Mrs. Pratt sent a request for me to come up.
42. Interrogatory Forty Second.
Did you go ?
To the 42 d. Interrogatory Deponent saith:
I did.
43. Interrogatory Forty third.
Who did you see there ?
To the 43 d. Interrogatory Deponent saith:
I saw Mrs. Pratt, son and daughter, when I first went in. About 10 minutes or 15 James

Schoonhoven came in after I got there.

44. Interogatory Forty Fourth.

337 Do you know of your own knowledge or from anything that Mrs. Pratt said whether or not she had sent for you and Mr. Schoonhoven, to come there then ?

To the 44th Interogatory Deponent saith: I was informed either by James or his son that she requested me to come up.

45 Interogatory Forty fifth.

Did Mrs. Mary L. Pratt the Complainant say anything on that occasion in reference to said money or the sale of the farm, If yea, state what she said.

To the 45th Interogatory Deponent saith: She did. Schoonhoven said he was willing to do anything that would release him. It was agreed on between Mrs. Pratt and Schoonhoven. She said that she wanted Schoonhoven to sell the farm, bid it in, then sell it to her, that was her conversation Schoonhoven consented to it, provided she could make satisfactory pay. Mrs. Pratt placed in my hands two or three notes amounting to twelve or thirteen hundred Dollars and a Trust Deed given by Mr. Grimes to her, that I might bring them

to Elgin and have them examined, to see
338 whether they was good papers or not. Mrs. Pratt
said that she would come down, in the afternoon
I think, to Elgin and see me again.
46. Interrogatory Forty Sixth.
Did you see her again on the subject? and
if yea state the conversation, that passed
between you and her.
To the 46th Interrogatory Deponent saith:
I saw her that afternoon again, I think it was
at Mr. Shermans store. I handed her notes
and Trust Deed back again that I had in my
hands. She asked me if they was good, or James
would accept of them. I didnt tell her whether he
would or not. She told me she wanted the sale
to be kept still. I told her it could not be done
so, the sale must be published in the paper and
sold to the highest bidder. That was the substance
of that conversation.
By agreement of Counsel this examination
is adjourned to Monday April 16th at 2 O'clock
P. M.
April 16th 1860. at 2 O'clock P. M. Examination
resumed.
47. Interrogatory Forty seventh.
If Mrs. Pratt said anything as to the reason

why she wanted the farm sold and then conveyed
339 to her, state what she said on the subject?
To the Forty seventh Interrogatory Deponent saith:
She wanted him to sell it and deed it to her.
She wanted him to take those Notes for pay that
she might become the owner of it. That was the
substance of it.
48 Interrogatory Forty Eighth
Was anything said during the conversation with
Mrs. Pratt either at the house or Shermans store
about the land or farm having been advertised in
the Elgin newspaper for sale? If yea, state what
was said on the subject.
To the Forty eighth interrogatory Deponent saith.
There was something said I think there was at both
places. I am not certain. There was at Elgin at
Mr. Shermans Store. I told Mrs. Pratt that she
would see the Notice in the Elgin paper either that
week or the next. I dont recollect which one of the
two I said. She asked me if she would see it.
49. Interrogatory Forty Ninth.
In what room of the house, and who were in it at the
time, did the conversation occur between Mrs. Pratt
and Schonhoven?
To the Forty ninth Interrogatory Deponent saith:
I should think it was in the sitting room. Mrs. Pratt

340 James Schoonhoven and myself. The daughter was in there from five to ten minutes, fifteen at the outside I should think would be the longest. The son wasnt in there while I was there to my knowledge.

50 Interogatory Fiftieth.

At the time the said Trust Deed and Note were executed where did the Complainants reside upon or off of said farm?

To the Fiftieth Interogatory Deponent saith:

I think they was off of it.

51. Interogatory Fifty First.

Which one of the Scofields loaned the money for which the Notes above spoken of was executed and where at the time was the other one?

To the fifty first Interogatory Deponent saith:

It was loaned by or of David Scofield. The other one was in the State of Connecticut.

52. Interogatory Fifty Second.

At the time said Note become due, who owned it?

To the 52d Interogatory Deponent saith:

Edward Scofield.

53. Interogatory Fifty third.

How and under what circumstances did Edward Scofield come by it?

To the fifty third interogatory Deponent saith:

David Scofield told me that Two thousand Dollars

were his'n and Two thousand Edwards, that he brought West to loan. He loaned it all in his own name.

341 David Scofield did. Edward selected the one that was given by James and myself for this Two thousand.

Objected to.

54. Interogatory Fifty fourth.

You say Edward selected from something. Please to state the facts fully about it.

Objected to.

To the 54th. interogatory Deponent saith:

He took the Note from James and me from the other notes he had.

55. Interogatory Fifty fifth.

Were you present at any time or times at S. Wilcox' office when Mrs. Pratt and James Schoonhoven were there?

To the 55th. interogatory Deponent saith:

I was.

56. Interogatory Fifty sixth.

How did they come to meet there?

To the 56th. Interogatory Deponent saith:

They met there to arange the matter, that was about the Trust Deed and Note.

57. Interogatory Fifty seventh.

State all you can recollect, which was said and done between them then.

To the 57th. Interogatory Deponent saith:

342 Mrs. Pratt wanted time on a new Mortgage, offered to give a new Mortgage and Note and pay over Four Hundred Dollars if he would wait another year. Schoonhoven agreed to wait upon them, if they could be made out and executed by him and her before the day of sale. Mr. Riddle was to make the Mortgage and Note out. It had got to be then about night. The time was agreed on the next morning to meet again. She didnt get there till sometime after the time expired that she'd agreed on. Mrs. Pratt come then and Mr. Riddle read the Mortgage and Note to him. The place of sale did not suit Mrs. Pratt. She wanted it to be sold on the farm. The notice was so short it didnt suit her. She wanted thirty days instead of ten days. It was altered to suit her request, to be sold on the farm and thirty days notice. She then refused to pay the Four hundred Dollars over in case Mr. Pratt would not sign the Mortgage and Note, unless Schoonhoven would bind himself to pay the money back again, provided he wouldnt execute the papers. Schoonhoven would not bind himself to do no such thing. There was a few words passed betwixt them, and Schoonhoven and myself got up and left the office.

38 Interrogatory Fifty Eighth.

Why did the said David Scofield refuse or not want to let the said J. B. Pratt have the two thousand

Dollars on his (Scofils) Note and security on the farm.
To the fifty eighth Interogatory Depoment saith:
343 He was afraid 'twould not be good.
59. Interogatory Fifty ninth.
Was there anything about the situation of the Complainants family at the time and just before the Note to Scofield was executed, which rendered it difficult or unpleasant for said J. B. Pratt to attend to getting said money and which indnced said Schoonhoven to aid him? If yea, state what it was and what if anything you heard said Pratt say to said Schoonhoven on the subject.
To the 59th Interogatory Depoment saith:
There was. Mr. Pratt lost one of his children. It died in the morning and I think this Note to Scofield was given in the afternoon of that day. The next day the child, I think, was buried. That indnced Schoonhoven to assist him, as Mr. Pratt was in that trouble.

Smith Hanford.

Cross Interogatories.

1. Cross Interogatory First.
Was Edward Scofield at Elgin on the twenty second day of December A. D. 1857?
To the 1st Cross interogatory Depoment saith:
I think not.

2. Cross Interrogatory Second.

344 Was Edward Scofield in Elgin at any time in the fall of 1857 or in December 1857. to your Knowledge?

To the 2d Cross Interrogatory Deponent saith:

He was not to my Knowledge.

3. Cross Interrogatory Third.

At whose instance did you become the surety on the Note given by Schoonhoven to Scofield and referred to in your twenty fifth direct interrogatory?

To the 3d Cross interrogatory Deponent saith:

Of David Scofield.

4. Cross Interrogatory Fourth.

Had you previous to the signing of that Note ever had any conversation with Mr. Pratt in regard to obtaining a loan of money for him? If yea, state how long a time it was prior to the twenty second day of December 1857.

To the 4th Cross Interrogatory Deponent saith:

I think it was two or three months or somewhere in that neighborhood as near as I can recollect.

5. Cross Interrogatory Fifth.

Did you not inform Mr. Pratt a short time before his getting the money on the 22d day of December 1857 not to look anywhere else for it, for you could get it for him of one Scofield or words to that effect.

To the 5th cross interrogatory Deponent saith:

I informed him a short time before Pratts money was
expired on that redemption that Mr. Scofield was
here from the East with money to loan. I informed
345 Mr. Spatt where he would find Mr. Scofield.

6. Cross Interrogatory Sixth.

Did you not tell him not to look any further or at
any other place for money, for you could get it, or he
could get of one Scofield?

To the 6th Cross Interrogatory Deponent saith:
I think I never told him so, that I could get it.

7. Cross Interrogatory Seventh.

Will you swear that you never did so state to him?

To the seventh Cross interrogatory Deponent saith:
I never did to my knowledge.

8. Cross Interrogatory Eighth.

Did you not inform said Pratt, that you or one Scofield
your friend would have the amount of money that he
required to redeem his place in the month of November
or the early part of December in 1857. and he need
not make any further inquiries in respect to obtaining
it or words to that effect?

Objected to.

To the 8th Cross Interrogatory Deponent saith:
I think not Sir.

9 Cross Interrogatory Ninth.

Will you swear that you did not have such conversation with him?

Objected to

346 To the 9th Cross interrogatory Deponent saith:

I have no knowledge of it now.

10. Cross Interrogatory Tenth.

Will you swear positively that you had no such conversation with him as referred to in the seventh and eighth Cross Interrogatories. Answer it, yes or no.

Objected to. Witness desires to have the 7th & 8th Interrogatories read to him. Objected to by Complainants. Read.

To the 10th Cross interrogatory Deponent saith:

I shall answer it as I did before. I have no recollection of it.

11. Cross Interrogatory Eleventh.

Do you refuse to answer the question yes or no?

Objected to.

To the 11th Cross Interrogatory Deponent saith:

I shall not say yes or no, because I cant answer positively.

12. Cross Interrogatory Twelfth

What is your business?

To the 12th Cross Interrogatory Deponent saith:

I work on my place some. I spend a portion of the time in the village here and sometimes I loan money.

13. Cross Interrogatory Thirteenth

Isnt your chief business loaning money and looking

after it.

To the 13th Cross Interogatory Deponent saith:

347 It is at the present time, looking after it.

14. Cross Interogatory Fourteenth.

Are you accustomed to sign Notes with Schoonhoven when he gets money to loan, or gives his note for money loaned?

Objected to.

To the 14th Cross Interogatory Deponent saith:

I dont know as I ever signed a Note except this $2400 Note to David Scofield. I think of no other one now.

15. Cross Interogatory Fifteenth.

Was the money obtained of Scofield on the 22d day of December 1857 loaned to Schoonhoven individually or to Pratt individually, or to Schoonhoven and Harford?

To the 15th cross interogatory Deponent saith:

The Note was given to Scofield for the purpose, so that Mr. Pratt could obtain the money.

16. Cross Interogatory Sixteenth.

Was Scofield in that transaction lending the money to Pratt or to Schoonhoven or to Schoonhoven and Harford?

Objected to.

To the 16th Cross Interogatory Deponent saith:

The money was paid over to Schoonhoven and was given for the purpose so that it could be passed over to Pratt.

17. Cross Interrogatory Seventeenth.

348 With whom did Scofield negotiate respecting the loan of money Was it with Pratt or with you and Schoonhoven?

To the 17th Cross Interrogatory Deponent saith:

I learnt from Scofield that he and Pratt had made agreements for Two thousand Dollars and Scofield rather hesitated in letting Pratt have it on his securities. I never made no contract with Scofields for that money. I never did.

18. Cross Interrogatory Eighteenth.

Was not you and Scofield friends and related and did he not act chiefly under your advice in what he did in regard to loaning the money?

To the 18th cross interrogatory Deponent saith:

David Scofield and me are cousins. I dont think he acted under my directions in that loan.

19. Cross Interrogatory Nineteenth.

Did he not consult and advise with you as the negotiation was proceeding in respect to the loan?

Objected to.

To the 19th Cross Interrogatory Deponent saith:

There probably was some conversation betwixt us.

20. Cross Interrogatory Twentieth.

Please answer the Nineteenth cross interrogatory yes or no.

Objected to.

To the 20th Cross Interrogatory Deponent saith:

If I had advised him anything at that time I think

it would have been to have taken that security on the plane.

21. Cross Interogatory Twenty first.

349 Did he not consult, counsel and advise with you from time to time during the progress of the negotiation between him and Pratt respecting the loan of the said money?

Objected to.

To the 21st Cross Interogatory Deponent saith:

I have no doubt we had different conversations about it.

22. Cross Interogatory Twenty Second.

Will you answer the twenty first cross interogatory yes or no?

Objected to.

To the 22d cross interogatory Deponent saith:

I think we had different conversations about it.

23. Cross Interogatory Twenty third.

State whether or not at the time you had the conversation refered to with the Complainant Pratt in your answer to the thirty fifth, thirty sixth and thirty seventh direct interogatories, was it not at the time that Pratt was in the City of Elgin on his way to take the train to go South and at the time that he was leaving for that purpose?

To the 23d Cross Interogatory Deponent saith:

It was not.

24. Cross Interogatory Twenty fourth.

How many days was it before he left?

350 To the 24th Crofs Interogatory Deponent saith:
It must have been, the first conversation from two to
three weeks I think.

25. Crofs Interogatory Twenty fifth.
How many conversations did you have with him?
To the 25th. Crofs Interogatory Deponent saith:
I think as many as four or five and may be more.

26. Crofs Interogatory Twenty ~~sixth~~ seventh.
State when and where the first conversation occurred
who was present if any person, how the conversation commenced
or who commenced it, what was said fully by both
of you, giving the words that were used in that
conversation by each of you.
Object to.
To the twenty sixth crofs interogatory Deponent saith:
I had one conversation in his office about making an
exchange between he and Edward Scofield. There was
no one present. I think not. We had another I think in
the Street when he was sitting in his buggy. I think
nobody was present. I do not think now in other place
where we had conversations, at this present time. My
object was to effect an arrangement between he and
Edward Scofield, so that Schoonhoven might be
released.

27. Interogatory Twenty Seventh.
Will you answer the twenty sixth crofs interogatory

fully, directly, definitely and distinctly ? the same as if it was here again repeated ?

357 Objected to.

To the 27 th Cros interogatory Deponent saith: I cannot do it.

28 Cros Interogatory Twenty Eighth.

Will you give the substance of the first conversation you had with said Pratt as near as you can recollect and refered to in your answers to the 35 th. 36 th. 37 th & 38 direct interogatories.

To the 28 th. Cros interogatory Deponent saith: I think the first conversation of any importance was in his office. He give me some Notes to see, if Edward Scofield wouldnt take them to secure the 20 per cent interest on the second year and let the old Trust Deed run as it was. Scofield was not willing to take the Notes and let it run as it was, but he was willing to take a new Mortgage by Pratt paying Four hundred Dollars. That is the substance.

29 Cros Interogatory Twenty ninth.

Will you state fully what was said between you and said Pratt in the second conversation on that subject also where it occured, how long after the first and who was present ? Give it fully word for word, as it occured between you. If you cant give the words give the substance of the conversation as near as you

can recollect as it occured.

352 Objected to.

To the 29th crop interogatory Deponent saith:
I think the second was in the street in his buggy as near as I can recollect now. I asked him the reason why he wasnt willing to give Edward Scofield a new Mortgage His answer was Mrs. Pratt wasnt willing to sign no new papers. I am not positive whether she used the words to any one else but James Schoonhoven. That is the substance as near as I now recollect. It might have been three or four days after the other.

30. Crop Interogatory Thirtieth.
When and where was the third conversation between you and said Pratt in regard to the same subject matter what was said on that occasion by each of you and who was present if any body? State fully and particularly

Objected to.

To the 30th crop Interogatory Deponent saith:
I cannot fix no place positive where we were, now.
I cannot recollect all the conversations but the substance was to get Edward Scofield to take the papers off Schoonhovens hands, so that Schoonhoven might be released.

31. Crop Interogatory Thirty First.
Give the time of the third conversation and state all that was said on that occasion between you

and Pratt, using the words that was made use of on that occasion by you and him as they occurred.

353 Objected to.

To the thirty first cross interogatory Deponent saith; I cannot state no more fully than I have before.

32. Cross Interogatory Thirty second.

State when and where the fourth conversation occured who was present and what was said. Objected to

To the 32.d cross interogatory, Deponent saith: I cannot tell where it was and do not recollect the conversations when they was nor who was by. I cannot recollect the conversations but the substance was, to effect that anangement with Scofield.

33. Cross Interogatory Thirty third.

When and where did the fifth conversation occur, who was present and what was said.?

Objected to.

To the 33.d Cross Interogatory Deponent saith: I cannot fix no place. I have stated all that I now recollect that took place between Pratt and me in regard to making those anangements.

34. Cross Interogatory Thirty fourth.

Have you given in your answers to the cross interogatories put to you a full and complete answer to the best of your knowledge and recollection of all that was said and done between you and the said Pratt as they

occured using the words as near as you can recollect as they were used by you and him in all the different conversations you had with him respecting the extension of time of said money borrowed, giving new securities therefor prior to his leaving in December 1858.

To the 34th. cross interogatory Deponent saith:

I have as far as I now recollect.

35 Cross Interogatory Thirty fifth.

Is your recollection as full and clear on that subject as it was when you were interogated on the same subject in your direct examination.

To the 35th. cross interogatory Deponent saith:

I dont know but it is.

36. Cross Interogatory Thirty Sixth.

Do you not know whether it is, or is not as clear and distinct as it was then?

To the 36th. Cross Interogatory Deponent saith:

I dont know as there is any difference.

37. Cross Interogatory Thirty Seventh.

At whose instance, if anybodys, was you induced to have these conversations with said Pratt?

To the 37th. cross interogatory Deponent saith:

Of James Schoonhoven.

38 Cross Interogatory Thirty Eighth.

Have you been acting as the counsellor or adviser of James Schoonhoven in this transaction with Pratt?

We have had conversations on that subject together.

39. Cross Interrogatory Thirty ninth.

35-5 Have not you been one of the advisers and given directions to Schoonhoven, what steps to take, when to take them, how to proceed and when to proceed and the manner of procedure in this transaction from the time of the first negotiation for the money with Scofield by Platt up to the present time? Also going with him, advising with him in council with his Attorneys in this matter?

To the 39th Cross Interrogatory Deponent saith: I was with him when the Note was given. I was with him at Mrs Platts house, I was with him at Silvanus Wilcox's office. I once went to Geneva with him. We have often talked together the matter over.

40. Cross Interrogatory Fortieth.

Will you answer the thirty ninth Cross Interrogatory put to you and each and every question therein stated separately, fully and distinctly as if the same was here again repeated to you.

Objected to.

To the 40th cross interrogatory Deponent saith: I cannot do it fully.

41. Cross Interrogatory Forty first.

Why can't you do it fully.

To the 41st Cross Interrogatory Deponent saith:

356 Because there has been so many conversations and so much said about it that I cant do it.

42. Cross Interogatory Forty second.

Is the reason given in your answer to the forty first cross interogatory the only one that prevents you from making full answer to the thirty ninth cross interogatory

To the 42d. cross interogatory Deponent saith:

I think it is.

Cross Interogatory Forty third

43. Then do you wish to be understood that you cannot answer the thirty ninth cross interogatory and each question therein stated separately and distinctly by themselves as required, because you have given so much advise so much counsel and directions how to proceed and the manner of procedure in the matter to Schoonhoven since the time of the loaning of the said money by Scofield up to the present time, that you now cannot recollect them sufficiently distinct to make answer to the questions propounded in said interogatory?

To the 43d. cross interogatory Deponent saith:

I cannot answer more directly than I have.

44. Cross Interogatory Forty fourth.

Will you now answer directly, positively and unequivocally the forty third cross interogatory and the questions therein stated, as stated each separately or collectively as if the same was here again repeated to

you ?

To the 44th. cross interogatory deponent saith :

357 I cannot answer it no more positive than I have.

45 Cross Interogatory Forty fifth.

Have you not employed counsel and feed them in this very suit ?

To the 45th cross interogatory Deponent saith :

I have not.

46. Cross Interogatory Forty sixth.

Do you not expect to pay them, fees in this very suit ? for services they have rendered for you and in your behalf ?

To the 46th. cross interogatory Deponent saith :

Not one cent.

47 Cross Interogatory Forty seventh.

Did they not in this very same case draw up and file for you your answer ?

To the 47th. Cross Interogatory Deponent saith :

Not by my orders there wárnt none drawed that I ever agreed to pay for.

48 Cross Interogatory Forty Eighth.

Do you now deny, the answer on file among the papers in this case, purporting to be your answer, was drawn and filed without receiving your directions so to do by the solicitors or attorneys whose names appear on said answer ?

358 To the 48th Cross Interrogatory Deponent saith:
I never directed no one to draw it. I never requested
no one to draw it.

49 Cross Interrogatory Forty Ninth.
What time was it in the month of December 1858
that you went to the house of Mrs. Pratt with
Schoonhoven as referred to in your direct examination?
To the 49th Cross Interrogatory Deponent saith:
I think it was within a week after the note become
due from Pratt to Schoonhoven. It might be a little
more it might be a little less.

50. Cross Interrogatory Fiftieth
Had not the Notice of sale of the premises described in
the Trust Deed given by Pratt to Colby been published
in the Elgin Gazette before you went to Mrs. Pratts'
To the 50th Cross Interrogatory Deponent saith:
I think it had but the Paper had not come out at
that time.

51. Cross Interrogatory Fifty first.
What paper was the Notice in, that was published by
the Trustee and when was it printed.
To the 51st Cross Interrogatory Deponent saith:
I think it is called the Elgin Gazette in this place.

52. Cross Interrogatory Fifty second.
Was the conversation at Mrs. Pratts at the time
you allude to before or after the depositing of the

Four Hundred Dollars by Wheeler with Davidson?
To the 52d Cross Interogatory Deponent saith:
354 It was a few days before I think.
53. Cross Interogatory Fifty third.
Did not Mrs Pratt state to you at that time, that she had money or obligations of her own to the amount of some Twenty Eight Hundred Dollars that if Schoonhoven or Scofield would accept them and convey the land to her, she would let them have it?
To the 53d Cross Interogatory Deponent saith:
I am not positive of any Notes any more than I haven spoken of before. There might have been. On reflecting I think there was a Note that she mentioned against Mr. Freeland in the neighborhood of a hundred Dollars. It might have been a little more or less.
54. Cross Interogatory Fifty Fourth.
Didnt Mrs Pratt offer on that occasion, to convey to Schoonhoven forty acres of timbaland, which Schoonhoven had seen and the title was in her and offer a Note secured by Trust Deed against Russell Grimes of $ 1500 and a Note of $ 150 against one Grimes and another Note against Freeland with two other names on it, in amount to some five hundred Dollars, together with the Wheeler Note of

366 Seven Hundred Dollars, then in the hands of said Davidson if Schoonhoven would assign (using the word assign) to Mrs. Pratt, she offering to convey the said land and sign over the said Notes to him as security in place of the said Trust Deed and until such times as the said Schoonhoven could collect in enough on said Notes to pay off the said $2400 said $2400 was to draw twenty per cent interest and be taken out of the proceeds of said Notes, when collected.

To the 54th Crofs interogatory Deponent saith: The forty acres of land was spoken of and Mrs. Pratt wanted to turn out that as part pay. I think the Wheeler and Rhimes Notes was spoken of. I think no other Notes was mentioned. I think Schoonhoven replied that he would take anything that Scofield would take of him.

55. Crofs Interogatory Fifty fifth.

Didnt you take the Notes handed to you by Mrs. Pratt at that time with the Trust Deed given to secure the Note of Rhimes and carry them to John I. Riddle Esq. for the purpose of ascertaining whether you could collect them or not and if they were good.

To the 55th Crofs Interogatory Deponent saith: I did carry them to him.

56. Crop Interogatory Fifty sixth.
What did you do with those notes and pay to her
361 at the time you returned them about Schoonhoven
or Scofields accepting of them.
To the 56th. crop interogatory Deponent saith:
Mrs Pratt asked me if Schoonhoven or Scofield
I am not certain which one but think it was
Scofield would take them. I did not give her a
direct answer whether he would or would not.

57. Crop Interogatory Fifty Seventh.
Did you at that time or any other time state to her
whether Schoonhoven or Scofield would accept them.
To the 57th Crop Interogatory Deponent saith:
I think I never did.

58. Crop Interogatory Fifty eighth.
Did not Mrs. Pratt state at that time that the
interest of Four Hundred Dollars for the use
of the money for one year would be paid in by
Mr. Wheeler in a few days to C. Davidson
and that Schoonhoven could get it by calling
there for it.
To the 58th crop interogatory Deponent saith.
I think she stated that there would be some money
paid in on the Wheeler Note. I dont recollect of she
stating that Schoonhoven could call and get it
though. I dont know but she did. I wont be positive

362 she might.

59 Crofs Interogatory Fifty Ninth.

Did not Mrs. Pratt, after stating that Four Hundred Dollars would be paid in on the Wheeler Note to Davidson and to be applied as interest on the paid Note of $2400 given by Pratt to Schoonhoven as interest for the extending of it for one year from the time it became due Also state at the same time or within a few minutes thereafter that she was anxious to take off the Trust Deed given by Pratt to Schoonhoven and offer the Notes and land as security and out of which he might raise or make the money to pay the paid $2400 as stated in crofs interogatory Fifty four.

Objected to.

To the 59th crofs interogatory Deponent saith:

The Wheeler money was spoken of. I dont recollect whether it was $400 or less. I dont recollect it was ever mentioned as being applied as interest neither. There was no agrument made there at that time nor at no other time of extending that Trust Deed not in my presence there was no agreement made then excepting selling the property on that Trust Deed.

60 Crofs Interogatory Sixtieth.

Do you wish to be understood as saying that

Mrs. Pratt assented to the sale of the property under the Trust Deed only in the event of
363 Schoonhoven or Scofield accepting said Notes and security on Forty acres of timberland in place of the said Trust Deed and conveying title to her in lieu thereof to the land covered by the Trust Deed by sale of the same.

To the 60th Cross Interogatory Deponent saith: It was agreed on by Mrs. Pratt and Mr. Schoonhoven to go on and sell the farm under the Trust Deed and bid it in himself, then Schoonhoven was to sell it to Mrs. Pratt, providing she could make him satisfactory payment. Upon that agreement we left.

Cross Interogatory Sixty first

61. Was there any other manner talked of making payment except in the manner above stated by turning out the land on Notes?

To the 61st cross interogatory Deponent saith: I dont recollect of any other way.

62. Cross Interogatory Sixty second.

Didnt Mr. Schoonhoven express himself satisfied with that arangement?

To the 62d cross interogatory Deponent saith: He expressed to be satisfied with anything that Scofield would be.

63 Cross Interogatory Sixty third.

Where was Scofield at this time?

364 To the 63d. crop interogatory Deponent saith:
There was one of them here and one of them East.
If you will tell me which one, I will tell you where
they was.

64. Crop Interogatory Sixty fourth.
Do you pretend that you dont Know which Scofield
I mean in the sixty third crop interogatory or which
Scofield it refers to?
To the 64th. Crop interogatory Deponent saith:
David Scofield was East and Edward Scofield
was at the City of Elgin at that present time.

65 Crop Interogatory Sixty fifth.
Wasnt you at that time daily in the habit of
conversing with Scofield and Schoonhoven in
regard to the money mentioned in said Note and
Trust Deed?
To the sixty fifth interogatory Deponent saith:
I had several conversations with both of them in regard
to it.

66 Crop Interogatory Sixty sixth.
Which one of the Scofields?
To the 66th. crop interogatory Deponent saith:
Edward Scofield.

67. Crop Interogatory Sixty seventh.
Was he the owner of the Note at that time, given
by James Schoonhoven and you to David Scofield

December 22d. 1857.

To the 67th cross interrogatory Deponent saith:

365 He said he was.

68. Cross Interrogatory Sixty Eighth.

Did not you and Schoonhoven give your note to David Scofield in place of his taking a Note from Pratt and the Trust Deed done with reference to prevent any defence of usury being set up by Pratt in case the money had been loaned to him directly?

To the 59th Cross Interrogatory Deponent saith: No Sir.

Direct Examination resumed.

60 Interrogatory Sixtieth.

What information did you receive and what conclusion did you come to in reference to Mrs. Pratt's right to the Note and Trust Deed executed by Grimes and as to their being good.

To the 60th direct interrogatory Deponent saith: Mr. Riddle and myself was reading the Note and Trust Deed over. Mr. Gifford come up looking over the paper with us. Mr. Gifford stated that Mrs. Pratt had sold one of those Notes attached to that Trust Deed and had signed it over: That the gentleman who held the Note had sued

Mr. Grimes, that he was contesting it on the grounds, that she having a living husband had no right to transfer the Notes, that she had sold him. That there was a suit pending in Chicago That was the reason why I didnt give her a direct answer about them. I come to the conclusion they wasnt good.

Cross Examination resumed.

60. Interrogatory Sixtieth.

Did not you have a Trust Deed from Grimes to Mrs. Pratt and the two Notes mentioned in the Trust Deed and for which it was given to secure the payment. And was not that the same Trust Deed and Notes which Gifford said she had sold one of the Notes?

To the 69th Cross interrogatory Deponent saith: He stated that there was another Note I think. We had two.

Smith Harford.

Cross Examination reopened.

Counsel for Defence objecting.

61. Interrogatory Sixty first.

Look at this Trust Deed and these two judgment notes (handing them to the witness) and state

whether that is the Trust Deed and the two Notes
referred to by you in your answer to the fifty
367 fourth cross interrogatory and as being handed
to you by Mrs. Pratt.
To the 61st cross interrogatory Deponent saith:
I should have no doubt about these being the
two Notes if the amount wasnt quite so large.
I did not read the Trust Deed myself.
Mr. Riddle made the examination for me of
the papers.

62. Sixty second Cross Interrogatory.
Do you deny that that's the Trust Deed and
the Notes that Mrs. Pratt handed you and
your attention was called to yesterday?
To the 62d. cross interrogatory Deponent saith:
The Trust Deed has the appearance of being the
same one. They have the appearance of being the same
notes, except the amount is different from what
I thought.

63. Sixty third Cross Interrogatory.
What is the amount upon the face of each
Note?
To the 63d. cross Interrogatory Deponent saith:
250 and 1250 as I read them.

64. Sixty fourth Cross Interrogatory.
What is the date of the notes when due and what

interest do they bear.

To the 64th cross interogatory Deponent saith: February 1st 58 date. Some words here I cannot read but it is six per cent interest they bear. I am a poor scholar. I leave the time when due for a better scholar.

65. Sixty fifth Cross Interogatory

Are you not just as liable to be mistaken in the amount of the other two Notes as you was in these?

To the 65th cross interogatory Deponent saith: I dont know but I am. I dont wish to state positive that these are the same Notes or that they are not.

Smith Canford.

State of Illinois
Kane County ss. I John King a Justice of the Peace in and for said County and State aforesaid do hereby certify that the above Depositions and Cross Examinations were taken by me at the time and place mentioned in the caption thereof; that the said witnesses were first duly sworn and that the said depositions were carefully read to said witnesses and signed by them.

In Witness whereof I have hereunto set my hand and seal this Twenty first day of April A.D. 1860.

John King J.P. (seal)

State of Illinois
Kane County } ss. I John Greene Clerk of the
369 County Court within and for the said County do
hereby certify that John King was on the twenty
first day of April A. D. 1860 an acting Justice
of the Peace within and for said County duly
commissioned and sworn And that I am well
acquainted with hand writing of said Justice
and verily believe his signature above is genuine.
And I further certify that said Instrument is
executed and acknowledged according to the laws
of the State of Illinois.

Given under my hand and the seal of said Court
this Twenty first day of April A. D. 1860.

(L. S) John Greene, Clerk.

Fees.

Wesley Millers Dep.	32 Folios		$4. 00
R. W. Sadelfords "	27 "		" 3. 37
Ebenr Retan "	41 "		5. 12
John Salisbury "	8 "		1. 00
John G. Riddle "	50 "		6. 25
David Scofield "	43 "		5. 37
Smith Harford. "	136 "		17. 00
	Clerks Certificate		35
	Subpoena		25
			$ 42. 71
	Deduct		1. 49
84	John King J. P.		$ 41. 22

Exhibit "H".

$2400 00

One year after date for value received we jointly and severally promise to pay David Scofield or bearer Twenty four hundred Dollars.

Elgin December 22d. 1857.

James his Schoonhoven
mark

Witness
A. B. Fish. } Smith Harford.

On the back of said Exhibit appears the following receipt:

Febrnary 17th. 1859.

Recived Two hundred and fifty Dollars on the within Note.

And thereupon, to wit: on the 15th day of October A.D. 1860, and at the hearing of said cause, the Court caused to be filed therein, a certificate in the words and figures following, to wit:

1

State of Illinois } ss
341 Cook County }

Cook County Circuit Court

Philemon B. Pratt
and Mary L. Pratt } In Chancery
v
James Schoonhoven Etal

Be it remembered that this day on the hearing of the above Entitled cause before the Honorable George Manierre Judge of said Court in Chancery sitting, on the part of said Complainants, Charles B Wells was Called as a witness, who having been first duly sworn, testified as follows.—

Mr. Mayborn came in with a bag containing gold, and it was poured out and he stated here I tender you so much money in this case, I am quite certain it was turned out. Mr Wilcox stated, give us till tomorrow morning to determine whither we will accept it. This was on the 2d day of February 1860, Mr Mayborn then left my Office, and in a short time after ~~wards~~ he returned with a written statement of what purported to be the conditions upon which he made the tender and remarked as he handed the stipulation to Wilcox. I shall not now pay any Costs in the Case — I shall deposit the money with west. I think

subject to your order — When Mer Maytom turned the money out on the table he stated the amount and offered to count it, the amount was something like $26.00 to my best recollection but that is not distinct — I have no other recollection of what Wilcox said — Except give us until to-morrow morning to decide whether we will Except it — I do not recollect of any conditions being attached to the tender when Mer Maytom first presented the money and turned it out upon the table — After the money lay on the table a short time Either Maytom or Schirk his partner put it back in the bag and went with it into their office — In the neighborhood of half an hour after that it was that Maytom returned with the money and papers as already stated — We had closed the depositions and Wilcox and Schoonhoven were in the act of leaving — Schoonhoven declined to take the paper and Maytom went to Wilcox and handed it to him — I have no recollection that Wilcox said he would not accept the tender under that notice, — I recollect no reply to the reading of that paper — I think Wilcox also stated that the tender came to late — I have only a general recollection of the occurence but I have a distinct recollection of what I have stated — My best recollection is that Wilcox declined taking the money when the paper was presented or read

2

My recollection is that nothing was said about conditions in the first tender when the second tender was made
343 in connection with the paper Wilcox declined — I cannot recollect that Mayborn said now I have made you an unconditional tender

The said complainants then read as Evidence the paper referred to by Cl. B. Wells in his testimony which is in the words and figures following. to-wit

"Cook Co Cir Court

Philemon B Pratt
and Mary S Pratt
"
James Schoonhoven
Smith Harford
and Edward Scofield

} In Chancery

To James Schoonhoven, one of the Defendants in the above Entitled suit

Sir. take notice that the sum of $2644 which I have this day tendered to you for and on behalf of the said Complainants will remain on deposit with me and I will pay the same over to you on you and your wife Executing the deed which I have this day asked and tendered to you to Execute and which is also in my hands and will be delivered

up to you at any time you may call for it for that purpose and upon your bringing to me said deed so Executed as aforesaid with proper vouchers showing that all the Costs in the above Case have been fully paid by you

Yours &c

Geneva. Feby 2d 1860

J. H. Mayborne
Sole for Complainants

The Complainants then read as Evidence a certificate of Deposit, which is in words and figures as follows,

"Certificate for $2644. { Kane County Bank of West & Moore

Geneva Ills. Feby 4. 1860.

J. H. Maybourn has this day deposited in this Office Twenty six hundred & Forty four Dollars in Gold, Payable to himself or order in like funds, on the return of this Certificate

No. —

Copy of Original

Original paid or Cancelled

Copy

West & Moore

The Complainants also read as Evidence notices in a weekly newspaper called the Elgin Gazette published at Elgin Kane County Illinois, the papers being issued under the dates of Jany 28th 1859. Feby 5th 11th and 18th 1859 which notices are respectively in the words and figures following

3

Trustees Sale

345- Default having been made in the payment of one certain promissory Note bearing date December 22d A.D. 1857 secured by a certain Deed of Trust to me Executed by Philemon B. Pratt and Mary L. Pratt his wife bearing date the 22d day of December A.D. 1857 and recorded in the Recorders Office of Kane County Illinois in Book 53 at page 91 and 92. I the undersigned E.F. Colby being the Trustee named in said Deed of Trust will on the 31st day of January A.D. 1859 at One Oclock in the afternoon of that day. By virtue of and in pursuance of the trusts of said deed, and on the application of the legal holder of said Note, sell at public auction, on the premises, to the highest bidder for Cash. the premises and all right and Equity of redemption of said Philemon B Pratt and Mary L. Pratt his wife their heirs and assigns therein and thereto. Known and described as follows. to=wit: Commencing at a point where the base line strikes the East bank of Fox River thence East on said base line to the land of Thomas Schoonhoven thence South to the land of said Schoonhoven on the South about One hundred rods thence west following the north line of the land of said Schoonhoven and One Thereof rods to the said Fox River thence North along the bank of said Fox River to the place of beginning. as described in the Deed

87

of Welch to said Pratt dated March 3d 1853
376 situated in the Counties of Kane and Cook, State of Illinois,

Dated at Elgin this 24th day of December 1858.

4. 31, 3 w.

E. F. Colby Trustee

"Trustees Sale.

Default having been made in the payment of one certain promissory note, bearing date December 22d A.D. 1857 secured by a certain Deed of Trust to me Executed by Philemon B Pratt and Mary S Pratt his wife bearing date the 22d day of December A.D. 1857 and recorded in the Recorders Office of Kane County Illinois in Book 53 at pages 91 and 92, I the undersigned E. F. Colby being the Trustee named in said deed of trust, will on the 31st day of January A.D. 1859 at one O Clock in the afternoon of that day, by virtue of and in pursuance of the trust of said deed, and on the application of the legal holder of said note, sell at public auction, on the premises to the highest bidder for cash, the premises, and all right and Equity of redemption of said Philemon B Pratt and and Mary S Pratt his wife, their heirs and assigns therein and thereto, known and described as follows, to-wit,

Commencing at a point where the base line strikes the East bank of Fox River. thence East on said base line
377 to the land of Thomas Schonhoven, thence South to the land of said Schonhoven on the South about One hundred rods. thence West following the North line of the land of said Schonhoven and One Thereof to the said Fox River. thence North along the bank of said Fox River to the place of beginning as described in the deed of Welch to said Pratt. dated March 3d 1853 situated in the Counties of Kane and Cook State of Illinois,

Dated at Elgin this 24th day of December 1858

4 — 31 — 3 VV

E.A. Colby Trustee

Trustee Sale.

Default having been made in the payment of one certain promissory note bearing date December 22d A.D. 1857. secured by a certain Deed of Trust. to me Executed by Philemon B. Pratt and Mary S Pratt his wife bearing date the 22d day of December A.D. 1857 and recorded in the Recorders Office of Kane County Illinois in Book 53 at page 91 and 92 I the undersigned E.A. Colby being the trustee named in said deed of trust will on the 31st day of January A.D. 1859 at One O Clock in the afternoon of that

day, by virtue of and in pursuance of the trusts of said deed, and on the application of the legal holder of said note, sell at public Auction, on the premises, to the highest bidder for cash, the premises and all right and Equity of redemption of said Philemon B Pratt and Mary S. Pratt his wife, their heirs and assigns therein and thereto. Known and described as follows, to=wit; Commencing at a point where the base line strikes the East bank of Fox river thence East on said base line to the land of Thomas Schonhoven thence South to the land of said Schonhoven on the South about One hundred rods, thence West following the North lines of the land of said Schonhoven and One Eighth to the said Fox River, thence North along the bank of said Fox River to the place of beginning, as described in the deed of Welch to said Pratt, dated March 3d 1853 situated in the Counties of Kane and Cook, State of Illinois Dated at Elgin this 24th day of December 1859

-31-3 W.

E. F. Colby. Trustee

The above Sale is adjourned until Monday 14th February 14th 1859, at One O clock P. M.

E. F. Colby Trustee

Elgin Jan 31st 1859.

37-1 W

Trustees Sale

Default having been made in the payment of one
379 certain promissory note bearing date December 22d A.D.
1857 secured by a certain Deed of Trust to me Executed
by Philemon B Pratt and Mary L Pratt his wife
bearing date the 22d day of December A.D. 1857
and recorded in the Recorders Office of Kane County
Illinois. in Book 53 at pages 91 and 92. I the
undersigned E.F. Colby being the trustee named in
said deed of trust will on the 31st day of January
A.D. 1859. at one O'clock in the afternoon of that day
by virtue of and in pursuance of the trusts of said deed
and on the application of the legal holder of said note
sell at public auction on the premises. to the highest
bidder for Cash. the premises. and all right and
Equity of redemption of said Philemon B Pratt and
Mary L. Pratt his wife. their heirs and assigns there
in and thereto. Known and described as follows.
to-wit: Commencing at a point where the base line
strikes the East bank of Fox River thence East on
said base line to the land of Thomas Schonhoven
thence South to the land of said Schonhoven on the
South about One hundred rods. thence West
following the North line of the land of said
Schonhoven and One Thereon rods. to the said
Fox River thence North along the bank of said

380 Fox River to the place of beginning as described in the deed of Welch to said Pratt dated March 3d 1855. situated in the Counties of Kane and Cook State of Illinois.

Dated at Elgin this 24th day of December. 1859.

31 — 3 IIV

E. F. Colby Trustee

The above sale is adjourned until Monday February 14th 1859. at One O clock P.M.

E. F. Colby. Trustee

Elgin Jan 31st 1859 —

37 — 1 VV

The said defendant then called D. S. Wilcox as a witness who being sworn testified as follows. Edward Scofield James Schoonhoven (defendant) and I think Dr McClure were in my office at the time stated in the deposition of Edward Nolan. Scofield produced the $2400 Note given by Schoonhoven & Norford to David Scofield and Schoonhoven produced a number of notes bearing interest at 10 per cent payable Annually. payable respectively One year after another — I dont remember the number of Notes made by Dr. McClure payable to Schoonhoven. and secured by Mortgage upon land, they requested me to figure up the amount of these Notes

6

also the amount of the $2400 note. the latter at 20 per cent interest for one year from the time it became due, 381 I did so and found the difference in the value between the McClure notes and the $2400 and drew a check on O. Davidsons Bank for the difference which Schonhoven signed and for Schonhoven I Endorsed the McClure notes and wrote an assignment of the Mortgage securing them which were signed with his (Schonhoven) mark and delivered by Schonhoven to Scofield together with the notes, and thereupon Scofield delivered the $2400 note to Schonhoven — I have no definite recollection of the amount of the check. I think it was some $200 or less than $300 — I think the transaction took place in the latter part of February or Early part of March. I think it was after the time of the first Application to Wells for an injunction — It may have been as late as March 10th — I did not know of the filing of this Bill until May 1859.

It was then agreed by and between the said Complainants & defendants that the written statement of the facts as to the part payment of the sale of the land in Controversy made by C. B. Wells should be received as Evidence and the same was then read as Evidence & is in the words and figures following to-wit

382 Philemon B. Pratt
and Mary L. Pratt
,
James Schoonover.
Smith Harford.
Edward Scofield

Bill in Chancery. Application for an Injunction before the Master of Kane Co. Circuit Court

An Application was made by the Complainants to the undersigned Master in Chancery for an Injunction, to restrain among other things, the defendant Schoonover and one E. F. Colby the Trustee from selling the land in Controversy, that defendant Schoonhover was notified of such application and on the 28th day of Jany 1859 appeared by himself and Counsel S and J S Wilcox, that on that day Schoonhover by his Solicitors asked for time to prepare his answer, by agreement of parties time was granted until the 2d day of February 1859 at 10 O clock A.M. and the sale of the land which had been advertised in the Elgin Gazette to take place on the 31st day of January 1859 was ordered by the Master to be continued until the 7th day of February 1859 and consented to by the parties, that on the 2d day of February 1859 Mr Mayborn Solicitor for Complainant appeared at said Masters Office at the time and hour of adjournment but the said defendant Schoonhover & his Solicitors did not appear until 12 O clock M. of said day and did not present their answer until between one and two O clock P.M. when the Solicitor for Com-

7

plainants objected to go into a hearing as he must leave on
383 the 3 O clock train to meet a prior engagement at
Neosha. Wis. but it was finally agreed between the
parties, that they would go on as far as they could
and then adjourn to another day, which was done,
and the further hearing of said application was continued
until the 9th day of February 1859 and by agreement
of the parties the said Master ordered the sale of said
land continued until the 14th day of February 1859.
that on the 9th of February 1859 the parties by their solicit-
ors again appeared before said Master, the further
hearing of said application was had and considered
and the said Master then refused to grant an Injunction

Chas. S. Wells.
Master in Chancery of Kane
County Circuit Court

The complainants to save the trouble of calling witness
admitted that the Trustee E. F. Colby charged the
Defendant Schonhoven $100. for his services selling the
land and making a deed to Schonhoven and that
Colby refused to give Schonhoven a deed until he
paid the $100. and that Schonhoven paid Colby
One hundred dollars - but Complainants protest against
the propriety of paying the same

384 The defendants then read as Evidence a Certificate of Sale of Land and assignment and also a Receipt of payment of taxes. which papers are in the words and figures following to=wit

"State of Illinois } ss
County of Cook }

This is to Certify that. W 81 Acres — (W of Lot 3) W ½ Section numbered 6 in Township numbered 41 Range No 9 East of the 3rd Principal Meridian. in the County of Cook and State of Illinois with the buildings if any situated thereon, was duly assessed to pay Eight 81/100 Dollars as a County and State Tax for the year 1857. pursuant to law. that a judgment was rendered against the same at the June Term of the County Court of Cook County 1858 and that in pursuance of said judgment, an Execution was issued to the Treasurer of said County, directing him to sell said tract for the sum of Nine 42/100 Dollars being the amount of the judgment for taxes as aforesaid and costs; that by virtue of this Execution the Treasurer did this day offer for sale so much of said tract of land as would pay the sum aforesaid; and that H. Co. Ferris became the purchaser of said tract, and paid therefor the sum aforesaid, that being the smallest portion of said tract for which any person would pay the taxes and Costs

accruing thereon,

Now Therefor, in Case the premises above
385 sold are not redeemed in manner and form as the law directs, within two years from the date hereof, the said purchaser, his heirs or assigns, will be Entitled to receive a deed of the premises above sold, as by law provided.

Dated at Chicago this 14th day of June. A.D. 1858. } C. B. Farwell Clerk of County Court

A. W. Boyden. Treasurer.

Chicago March 7th. 1859.

I hereby assign the within Certificate to James Schoonhoven, without recourse on me

A. C. Lewis

"State of Illinois } ss
Cook County }

Office of the Clerk of the County Court of Cook County.

I, Charles B. Farwell, Clerk of the County Court of Cook County, hereby certify that Dr Pratt has deposited in this Office Nineteen $\frac{84}{100}$ dollars for the redemption of N. 81. Acres. (W of Lot 5) W ½ Sec 6 T 41. R 9. which was sold to A. C. Lewis

 for the County and State Taxes due and unpaid, for the year 1857 on the fourteenth day of June A.D. 1858 by the Treasurer of said County.

Amount of Sale	9.42
One hundred per cent	9.42
Subsequent Taxes	
Interest	
Advertising	1.
Cost	50
	$20.34

Seal

Given under my hand and seal of said Court, this 29 day of September A.D. 1859. C. B. Farwell, Clerk of the County Court.

The defendants then read as Evidence. Trust Deed from Complainants to Colby. Note from Philemon B. Pratt to James Schoonhoven ~~and Trustees deed from Eben F. Colby to James Schoonhoven~~. which several papers are in the words and figures following

Trust Deed.

Whereas Philemon B. Pratt party of the first part of Elgin of the County of Kane and State of Illinois, has Executed a certain promissory note

of Even date herewith, payable to James Schoonhoven or order. One year after the date thereof. for the sum thereof
387 of two thousand four hundred dollars.

Now therefore the said Philemon S Pratt party of the first part. to secure the payment of said Note according to its tenor and Effect, in consideration of one dollar, and the further sum of Two thousand four hundred dollars, the receipt whereof is confessed, doth grant. bargain and sell unto E. F. Colby of the County of Kane and State of Illinois his heirs and assigns forever the premises described as follows; Commencing at a point where the base line strikes the East bank of Fox River Thence East on said base line to the land of Thomas Schoonhoven. Thence South to the land of said Schoonhoven on the South about One hundred rods — Thence West following the North lines of the lands of said Schoonhoven and one Thereon to the said Fox River — Thence North along the bank of said Fox river to the place of beginning as described in the deed of Welch to said Pratt dated March 3. 1853. situated in the Counties of Kane and Cook. Illinois. situated in the County of Kane Cook and State of Illinois. together with all and singular the privileges and appurtenances thereunto belonging —

In Trust. nevertheless. that in Case default be made in the payment of said Note. or any

part thereof, according to the tenor and Effect of said note then, on the application of the legal holder of said note the said E. F. Colby after publishing a notice in a newspaper printed in the County of Kane thirty days before the day of such sale, to sell the said premises and all right and Equity of redemption of the said P B. Pratt party of the first part his heirs and assigns therein at public auction ~~at the Court House door in said~~ on the premises to the highest bidder for Cash at the time mentioned in such notice — And to make Execute and deliver to the purchaser or purchasers there of, a deed or deeds for the premises so sold, and out of the proceeds of such sale, to pay all Costs and Expenses incurred in advertising and selling said premises, also the principal and interest due on said note;

And the said P. B Pratt party of the first part. for himself, his heirs Executors and administrators, Covenants with the said E. F. Colby that he is lawfully seized of said premises in fee simple, and that he has good right and full power to grant, bargain and sell the same in form aforesaid, and the same are free from all incumbrances ~~and that he~~ Except on redemption ~~will~~ and his heirs, Executors and administrators shall forever warrant and defend the same against the lawful claims of all persons. Signed and Sealed this 22d day of December A.D. 1857

111

Witness
James S Taylor.

P B Pratt Seal
Mary S Pratt Seal

389

State of Illinois } ss
Kane County }

I James S Taylor Justice of the Peace in and for said County in the state aforesaid Do hereby Certify that Philemon B Pratt and Mary S Pratt who are personally known to me as the real persons whose name are subscribed to the above deed, appeared before me this day in person, and acknowledged that they Executed and delivered the said deed as their free & voluntary act, for the uses and purposes therein set forth, And the said Mary S Pratt wife of the said Philemon B Pratt, having been by me Examined separate and apart and out of the hearing of her husband, and the Contents and meaning of the said deed having been by me made known and fully Explained to her, acknowledged that she had freely and voluntarily Executed the same and relinquished her dower to the lands and tenements therein mentioned, without compulsion of her said husband, and that she does not wish to retract the same. Given under

My hand and ~~—~~ seal this 22d day of December in the year of Our Lord One thousand Eight hundred and fifty seven

James S Taylor (Seal)
Justice of the Peace

Note.

$2400. Elgin. ~~Chicago~~ Dec. 22. 1857

One year after date for value received I promise to pay to James S Thomlinson or order the sum of Twenty four hundred Dollars. ~~with interest~~

P I S Pratt.

Know all men by these presents. That whereas the subscriber is justly indebted to James S Thomlinson upon a certain promissory note bearing even date herewith for the sum of Twenty four hundred dollars and ~~—~~ cents. Made payable to the said S Thomlinson or order and due One year from this date Dec 22. 1857.

Now therefore in consideration of the premises, and of the sum of One dollar to me in hand paid by the said Pratt the receipt whereof is hereby acknowledged. do hereby make constitute and appoint E. S. Colby or ~~any~~ ~~Attorney~~ ~~in any~~ Court of record to be my true and lawful attorney, irrevocably for me and in my name place and stead. to appear before any

Justice of the Peace, or in any Court of Record, in term
391 time or vacation, in any of the States or Territories of the
United States, at any time after the date hereof, to issue
Service of process, and Confess a judgment in favor of the
said James Schoonhoven or bearer, assignee or assignees,
upon the said note for the above sum, or for so much
as appears to be due according to the tenor and Effect
of said note, with interest thereon, together with Costs;
also for ten dollars usual attorneys fees to be added to
the amount due on Entering up Judgment; also to
file a Cognovit for the amount that may be due,
with an agreement therein, that no writ of Error or
appeal shall be prosecuted upon the Judgment
entered by virtue hereof. Nor any Bill in Equity filed
to interfere in any manner with the operation of such
judgment, and to release all Errors that may inter-
vene in Entering up such judgment, or issuing the
Execution thereon, and also to Consent to immediate Ex-
ecution upon such judgment. Hereby ratifying and
Confirming all that my said Attorney may do by vir-
tue hereof.

Witness My hand and seal this 22
day of Dec A.D. 1857.

In presence of
James S Taylor

P. E. Pratt Seal

Complainants then offered in Evidence Trust Deed of Grimes and two Notes against Russell Grimes and duplicate receipt of payment of Taxes. also Deed from Welch to Pratt

Trust Deed

Whereas. Russell Grimes party of the first part of Batavia in the County of Kane in the State of Illinois has Executed two certain Promissory Notes of Even date herewith payable to Mary L Pratt (of Elgin Same County and State) or order one for the sum of Twelve hundred and fifty dollars and due one year from 1st day of next August and one for the sum of two hundred and fifty dollars and due two years from 1st day of next November with interest payable annually on the first day of next August and the first day of August two years.

Now therefore the said Russell Grimes party of the first part. to secure the payment of said Notes according to the tenor and Effect, in Consideration of One dollar, and the further sum of Fifteen hundred dollars. the receipt whereof is confessed doth grant bargain and sell unto J B Smith of the County of Kane in the State of Illinois. his heirs & assigns forever. the premises described as follows

12.

All of the South West quarter of Section thirty four. Town
393 forty three. Range Eight. as lies south of the Chicago
Road. and on the Red Kern farm so called. being
~~being~~ Seventy five ~~25/100~~ Acres. according to a survey
made by John S Brink. situated in the Town of
Algonquin County of McHenry State of Illinois,
together with all and singular. the privileges and
appurtenances thereunto belonging — In Trust
Nevertheless. that in case default shall be made in the
Payment of
ment of said Notes or any part thereof. according to the tenor and
Effect of said Notes. then on the application of the
legal holder of said Notes the said J. B. Smith
after publishing a notice in a newspaper printed in the
City of Elgin ten days before the day of such sale. to
sell the said premises. and all right and equity of redemp-
tion of the said Russell Grimes party of the first part
his heirs and assigns therein, at public auction. at the
Court House door in said McHenry County to the highest
bidder for cash at the time mentioned in such notice,
and to make execute and deliver to the purchaser or
purchasers thereof a deed or deeds for the premises so sold and
out of the proceeds of such sale to pay all costs and
expenses incurred in advertising and selling said premises
also the principal and interest due on said note. and
the said Russell Grimes party of the first part for
himself his. heirs. executors and administrators. covenants

with the said J B. Smith that he is well seized of said premises in fee simple and that he has good right and full power to grant. bargain and sell the same in form aforesaid. that the same are free from all incumbrance and that he will and his heirs. executors and administrators shall forever warrant and defend the same against the lawful claims of all persons.

Signed and sealed this fifth day of February A D 1858

Witness, Russell Grimes (Seal)

E. P Colby. Isaac N Grimes,

State of Illinois. Kane County. ss.

I. E. P. Colby a Notary Public. in and for the said county. in the State aforesaid. do hereby certify. that Russell Grimes. who is personally known to me as the same person whose name is subscribed to the within Trust Deed. as having executed the same. appeared before me this day in person. and acknowledged that he signed. sealed and delivered the said instrument of writing as his free and voluntary act. for the uses and purposes therein set forth.

Given under my hand and Notorial seal this fifth day of February in the year of our Lord one thousand Eight hundred and fifty Eight

1 st day of —— interlined before signing and November interlined before signing E. P. Colby

E. P. Colby Notary Public

3

$250.

Batavia February 1st 1858

395 Judgment Note

Two years from first day of November next after date. for value received I promise to pay to Mary L Pratt or order the sum of two hundred and fifty dollars with interest ah six per cent per annum. the same being for money loaned payable on the first day of August next. and one year from first day of August next.

Russell Grimes

Know all men by these presents. that whereas the subscriber Russell Grimes is justly indebted to Mary L Pratt upon a certain promissory note bearing even date herewith. for the sum of two hundred and fifty Dollars made payable to the said Mary L Pratt or order. and due two years from the first day of November next.

Now therefore in consideration of the premises and of the sum of one dollar to him in hand paid by the said Mary L Pratt. the receipt whereof is hereby acknowledged I do hereby make. constitute and appoint J. B. Bradwell or any attorney in any court of Record to be my true and lawful attorney, irrevocably for me and in my name place and stead. to appear before any Justice of the Peace. or in any Court of Record. in term time or vacation. in any of the States or Territories of the United States. at any time after date thereof. to waive service of process and confess a Judgment in

favor of the said Mary L Pratt or his or their assignee or assignees upon the said note for the above sum, or for as much as appears to be due, according to the tenor and effect of said note, with interest thereon, together with costs; also for twenty five attorneys fees, to be added to the amount due on entering up judgment also to sign a cognovit for the amount that may be so due with an agreement therein that no writ of error or appeal shall be prosecuted upon the judgment entered by virtue hereof, nor any bill in Equity filed to interfere in any manner with the operation of such judgment, and to release all errors that may intervene in the entering up such judgment, or issuing the execution thereon, and also to consent to immediate execution upon such judgment, - Hereby ratifying and confirming all that my said attorney may do by virtue hereof.

Witness my hand and seal this first day of February A D 1858

November interlined before signing
E. P Colby E

Russell Grimes Seal

14

p 1251. Batavia February 1st 1858

394 One year from first day of August next after date for value received I promise to pay to Mary S Pratt or order the sum of Twelve hundred & fifty dollars with interest at six per cent per annum the same being for money loaned payable on the first day of August next

Russell Grimes

Know all men by these presents that whereas Russell Grimes is justly indebted to Mary S Pratt upon a certain promissory note bearing Even date herewith for the sum of Twelve hundred and fifty dollars made payable to the said Mary S Pratt or order and due One year from the first day of August next. Now therefore in consideration of the premises, and of the sum of One dollar to him in hand paid by the said Mary S Pratt the receipt whereof is hereby acknowledged I do hereby make constitute and appoint J B Bradwell or any attorney in any Court of Record to be my true and lawful attorney irrevocably for me and in my name place and stead to appear before any Justice of the peace or in any Court of Record in term time or vacation in any of the States or Territories of the United States

398 at any time after date hereof to waive service of process and confess a judgment in favor of the said Mary L Pratt or her or their assignee or assignees upon the said note for the above sum or for as much as appears to be due, according to the tenor and effect of said note with interest thereon together with Costs also for One hundred dollars attorneys fees to be added to the amount due on Entering up judgment; also to sign a Cognovit for the amount that may be so due with an agreement therein that no writ of Error or appeal shall be prassecuted upon the judgment Entered by virtue hereof, nor any bill in Equity filed to intifere in any manner with the operation of such judgment, and to release all errors that may intervene in the Entering up such judgment or issueing the Execution thereon, and also, to Consent to immediate Execution upon such judgment; Hereby ratifying and confirming all that my said attorney may do by virtue hereof

Witness my hand and seal this first day of February A.D. 1858

In presence of
E. F. Colby

Russell Grimes Seal

Given under my hand and seal this 15th day of October 1860.
George Manierre Judge of 7th Judicial Circuit Illinois

Seal

2.a

And afterwards, to wit: at the October Term of
399 said Court, to wit: on the 15th day of October A.D. 1861. the following proceedings, among others, were had and entered of record therein in said cause, to wit:

Philemon B. Pratt and Mary L. Pratt
630 vs
18188 James Schoonhoven. Smith
Harford and Edward Scofield
} Bill

This day come the said Complainants by Maybourn & Smith their Solicitors, and the said Defendants by Wilcox their Solicitors also come, and on motion of Complainants Solicitors it is Ordered that the Complainants bill of Complaint filed in said cause be, and the same hereby is dismissed out of this Court as to the said Defendant Edward Scofield, And thereupon this cause is brought on to be heard upon the bill of Complaint filed therein, the answers of the Defendants Schoonhoven and Harford, Replications thereto, Exhibits, Depositions, and oral testimony adduced by the Complainants and the Defendants Schoonhoven and Harford, and the Court having a part of the evidence adduced in said cause, the hour of adjournment having arrived, doth order that the further hearing of the same be adjourned till tomorrow morning Nine Oclock

400 And afterwards, to wit: at the same term of said Court last aforesaid, to wit: on the 16th day of October in the year last aforesaid, the following further proceedings were had and entered of record therein in said cause, to wit:

Philemon B. Pratt and Mary L. Pratt.
630 vs
18188 James Schoonhoven and Smith Harford } Bill

This day again come the said parties by their Attorneys, and the Court, having heard further evidence in said cause, the same not being closed and the hour of adjournment having arrived, doth order that the further hearing of ~~said~~ the same be adjourned till tomorrow morning nine o'clock –

And afterwards, to wit: at the same term of said Court last aforesaid, to wit: on the seventeenth day of October in the year last aforesaid, the following further proceedings were had and entered of record therein in said cause, to wit:

Philemon B. Pratt and Mary L. Pratt
630 vs
18188 James Schoonhoven and Smith Harford } Bill

This day again come the said parties by their Solicitors, and the Court having

B. B.

now heard all the evidence offered in said cause.
401 the arguments of Counsel as well on the part of the
complainants as of the defendants, and not being sufficiently advised in the premises takes said cause
under advisement.

And afterwards, to wit: at the January Term
of said Court, to wit: on the 28th day of January
A.D. 1861, the following further proceedings were had
and entered of record therein in said cause
to wit:

Thilemon B. Pratt & Mary L. Pratt
vs
James Schoonhoven & Smith Warford
} In Chancery
Bill

And now on this day,
the Court being now fully advised in the premises,
doth order, adjudge and decree that the allegations
in the bill are substantiated and proved by the evidence,
therefore it is adjudged by this Honorable Court
that the complainants recover of the said defendants
the premises described in said bill upon paying
to the defendant James Schoonhoven the sum of
two thousand six hundred and forty dollars and
all costs made in said suit up to February 2nd
1860, and that each party pay all costs made by
them respectively since that time up to the

lines of the conditions of this decree. And it
402 is further Ordered, adjudged and decreed by this
Honorable Court that the name of the said Mary
L. Pratt be stricken from the bill, as a complainant,
and that the complainant Philemon B. Pratt pay or
offer to pay to the defendant Schoonhoven, within
ten days from the date of this decree the said sum of two
thousand six hundred and forty dollars and that the defen-
dant Schoonhoven, thereupon and concurrently with such
payment, convey by a good and sufficient deed of convey-
ance executed by himself the premises mentioned in said
bill which are described therein as follows, to wit: Com-
mencing at a point where the Base line strikes the
east bank of the Fox River, thence east on said base
line to the land of Thomas Schoonhoven, thence south
to the land of said Schoonhoven on the south about one
hundred rods, thence west following the north lines
of the lands of said Schoonhoven and one Theron
Cook to the said Fox River, thence north along the
bank of said Fox River to the place of beginning,
as described in the deed of Welch to said Pratt,
dated March 3d 1853. situated in the Counties of
Cook and Kane Illinois, to the Complainant
Philemon B. Pratt, and in case the said Defendant
Schoonhoven shall refuse to accept and receive the
said sum of two thousand six hundred and forty

dollars and convey the said land as aforesaid, that
403 then the said Complainant deposit within ten days
thereafter the said sum of money with the Clerk of
this Court and upon the deposit of the said sum
of money as aforesaid by the Complainant with the
Clerk as aforesaid that then the master in Chancery
of this County do make, execute and acknowledge
and deliver to the said Complainant Philemon B.
Pratt a good and sufficient deed for and on the
behalf of the said Defendant Schoonhoven and
in their room, place and stead to the said prem-
ises mentioned in said bill, and thereby convey
all his right, title and interest in said land to
the said Complainant, with a covenant against
his own acts, and that the Complainant pay
all costs in this suit made up to the 2nd day of
February 1860, and that each party pay what
costs he, or they have made in this suit since
that time up to the date of this decree, and in
the event of the Defendant Schoonhoven refusing
to accept said sum of money and convey said
land as aforesaid and the said Master in Chan-
cery shall be required to do so for him as aforesaid
then and in that case all the costs and charges
of the said Master for making such conveyance
shall be taken out of said sum of money, And

It is further decreed that the injunction heretofore issued and served and in force in this case be made perpetual as against the said Defendant Schoonhoven and all others claiming titles to said premises mentioned in said bill by or through him.

And it is further Ordered, adjudged and decreed that the residue of said sum of money (deducting Master fee as aforesaid and the costs chargable to defendants) shall be held by the said Clerk subject to the order of said Schoonhoven, after the execution of the deed by the Master as aforesaid.

Thereupon the defendant James Schoonhoven prays an appeal from this decree, which is granted him on condition that he enter into bond in the penal sum of five hundred dollars conditioned according to law with surety to be approved by the Clerk of this Court within twenty days from the date hereof. The Clerk to approve the bond by agreement of parties.

And afterwards, to wit: on the 11th day of February in the year last aforesaid, the said defendants filed in the Court aforesaid in said cause their certain Appeal bond, in the words and figures following, to wit:

Know all men by these presents, that we James Schoonhoven, Smith Harford and Lysander Beverly of Cook County State of Illinois are held and firmly bound unto Philemon B.

Pratt of the same place, in the penal sum of five
405 Hundred Dollars, for the payment of which money
well and truly to be made we bind ourselves, our
heirs and assigns, jointly severally and firmly by these
presents. Sealed with our seals this 2nd day of February
A.D. 1861.

The condition of the above obligation is such that
whereas at the January term A.D. 1861 of the Cook County Circuit
Court, State of Illinois in a matter in suit on the
Chancery side of said Court wherein Philemon
B Pratt is Complainant, and said James Schoonhoven
and Smith Hanford are Defendants, it was, among
other things, decreed and adjudged by the said Court
that the said Schoonhoven and his wife should
convey to said Pratt the premises in the Bill in
said cause described and also pay certain Costs,
from which decree of said Court the said Schoon-
hoven prayed an appeal to the Supreme Court of
said State, which appeal the said Court allowed
on the conditions named in said decree.

Now therefore if the said James Schoonhoven
shall well and truly pay the Judgment, Costs and
damages in said cause in the Supreme Court in
case said decree is affirmed and shall also prosecute
his said appeal with effect and duly then
the above obligation to be void, otherwise to

 remain in full force & effect

James his x mark Schoonhoven (Seal)
Smith Harford (Seal)
Lysander Beverly (Seal)

Approved Feb. 11th AD 1861.
Wm. L. Church Clerk

State of Illinois }
County of Cook }

I William L. Church, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete Copy of the Origional Bill of Complaint, writs, Answers, Replications, Depositions, Exhibits, Certificate of Testimony, Orders and Decrees made and entered of record and Appeal Bond in a certain cause lately pending in said Court on the Chancery side thereof, wherein Philemon B. Pratt was Complainant, and James Schoonhoven and Smith Harford impleaded &c were Defendants.

In witness whereof I have hereunto set my hand and affixed the seal of Our said Circuit Court at Chicago this 23d day of March A.D. 1861.

Wm. L. Church
Clerk

Fees for Record $80.00

State of Illinois Supreme Court

April Term A.D. 1861

James Schoonhoven Impleaded with Smith Kerford vs Appellant

Philemon B Pratt & Mary L Pratt ——— } appeal from Cook Circuit Court

And now to wit on the 16th day of April A.D 1861 comes the said appellant James Schoonhoven by D. & J.S. Wilcox his attorneys and says that the proceedings in, and decree of the court below in this cause are erroneous - in the following particulars.

First — The said Court erred in not dismissing the Complainants Bill for want of Equity appearing therein

Second — The said Court erred in adjudging that the evidence in the case proved the allegations in the said Bill.

Third — The said Court erred in decreeing that the appellant should convey or in default thereof that the Master in Chancery for him should convey the premises described in said Bill to the complainant P. B. Pratt.

Fourth — The court erred in decreeing the title to said Premises to be conveyed from the appellant to the said Complainant upon the payment by the latter to the former of twenty six hundred and forty dollars ~~[illegible]~~ and the costs of the suit up to Feb 2d 1860 - the said decree is not warranted by the pleadings and evidence in the case.

Fifth — By the pleadings and evidence in the case if the complainant were entitled in equity to the premises in said Bill described upon the payment by him to the appellant of any sum of money, he could only be upon the payment of a much larger sum than $2640 and costs as aforesaid - to wit five hundred dollars more than said sum - and therein the said court erred.

Sixth — The court erred in decreeing that the appellant should pay any costs in the case -

Seventh — The court erred in making any decree in the case against the appellant

Eighth — The decree of the said court in the case is without evidence to sustain it & is against law and equity

Ninth — The court erred in not denying relief to the complainant & in not dismissing the said Bill & dissolving the said injunction

Tenth — The court erred in making the injunction perpetual

For which errors and reasons the said appellant prays that the said decree in this cause in the court below may be reversed, annulled & altogether held for ~~the~~ nothing and that he may be restored to all things that he hath lost by occasion of the said decree and that said Bill may be dismissed

S. & J. S. Wilcox
Attys for appellant

And now comes the appellees by Mayhorne & Leland & Leland his solicitors & says that there is no error in the record & proceedings in said cause & prays an affirmance of said decree

Mayhorne & Leland
& Leland for Appellee

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James Schoonover

vs

Philemon B Pratt

Record

Filed April 17. 1861

L. Leland

Clerk