

Chicago
 Lots

North Family

Swift & Campbell
 Papers

ward { Simeon S Rockwell
 quit claim { Sylvester B Rockwell
 deed }

Make 2nd-Claim Deed
RETURN TO
of this to S. B. Shepard
J. M. Gray

Warranty Deed.

Emily K. Pratt
& James Pratt.
To

Francis M. Gray.

STATE OF ILLINOIS, }
COUNTY OF COOK, } SS.

No. 137654

I, James Stewart
Clerk of the Circuit Court, and ex-officio Recorder, within,
and for the County of Cook

and State aforesaid, do hereby certify that the within and
foregoing Instrument of Writing was filed for record on the
20th day of Nov A. D.

1873, at _____ o'clock, M., and duly recorded

in Volume Book 314 of Records
on page 26 Dec. 1873

James Stewart Clerk.

By Heenan Deputy Clerk.

SNYDER & LEE,
Real Estate Agents,
NO. 14 NIXON BUILDING,
N. E. Cor. Monroe and LaSalle Sts.,
CHICAGO.

ENTERED
Joseph Patton's
County Clerk.

This Indenture,

Made this Twenty ninth day of October

in the year of our Lord One Thousand Eight Hundred and Seventy thru BETWEEN

Emily R. Pratt,
and James Pratt, husband of the said Emily, of
the City of Chicago, County of Cook and State
of Illinois of the first part, and

Francis M. Gray of the same place of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Eight Thousand Five Hundred Dollars

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have **Granted, Bargained and Sold,** and by these presents do

Grant, Bargain and Sell, unto the said party of the second part his heirs and assigns, all the following described lots, pieces, or parcel of land situated in the City of Chicago in the County of Cook and State of Illinois, to wit:

Lots One "1," Two "2," Three "3," Four "4," Five "5," and the North half "1/2" of lot Six "6" in Block Two "2" in Moody's Subdivision in the North half "1/2" of the South East Quarter "1/4" of the South West Quarter "1/4" of Section Thirty four "34," Township Thirty nine "39," North of Range Twelve "12," East of the Third Principal Meridian.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances: **To Have and to Hold** the said premises above bargained and described, with the appurtenances, unto the said party of the second part his heirs and assigns **Forever.** And the said Emily R. Pratt and James Pratt party of the first part, hereby expressly waive, release and relinquish unto the said party of the second part his heirs, executors, administrators and assigns, all right, title, claim, interest and benefit whatever, in and to the above described premises and each and every part thereof, which is given by or results from all laws of the State of Illinois pertaining to the exemption of homesteads.

And the said Emily R. Pratt party of the first part, for herself and her heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said party of the second part his heirs and assigns, that at the time of the sealing and delivery of these presents she is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law and in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of what kind or nature soever; and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will

Warrant and Forever Defend. Except as to all taxes and assessments due and payable on said above described premises from and after the year 1872.

In Testimony Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

IN PRESENCE OF

Emily R. Pratt SEAL
James Pratt SEAL
SEAL
SEAL

STATE OF ILLINOIS,
COUNTY OF COOK,
CITY OF CHICAGO.

SS.

I, Charles B. Shedd a Notary Public
for, and residing in, said City of Chicago, in the County and State aforesaid, do hereby certify, that

Emily H. Pratt and
James Pratt her husband

who are personally known to me as the person whose name s are subscribed to the
foregoing WARRANTY DEED, appeared before me this day in person and acknowledged that they signed,
sealed and delivered the same as their free and voluntary act for the uses and purposes therein set forth;
and expressly waived and released all right, benefit and exemption under any and all exemption and homestead laws.

Given under my hand and Notarial Seal this thirteenth day of October
in the year Eighteen Hundred and Seventy three

Charles B. Shedd Notary Public,
City of Chicago.

Edward Fowler Mr Benjamin Gates
Trustees in the united society of Shakers New Lebanon New York



State of Illinois } ss
County of Cook }

I, John B Adams, a Notary Public in and for said County in the State aforesaid do hereby certify that Sylvester B Rockwell who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the use and purpose therein set forth, including the release and waiver of the right of redemption given under my hand and notarial seal this twenty fourth day of November AD 1873.

John B Adams
Notary Public,

Warranty Deed.

Sylvester B Rockwell

TO

Francis M. Gray

Entered this
day of A. D., 187

County Clerk.

State of } No.
County of } ss.

This instrument was filed for record in the Recorder's Office of County aforesaid, on the day of A. D. 187 , at o'clock M., and recorded in Book of on page

Recorder.

Published by E. B. MYERS, Law Bookseller, 393 Wabash Ave., Chicago.

This Indenture, Made this 14th fourth day of November in the year of our Lord One Thousand Eight Hundred and Seventy-seven BETWEEN Sylvester B. Rockwell and Elizabeth his wife of the County of Madison in the County of Madison and State of Vermont party of the first part, and Franca W. Gray of the City of Chicago in the County of Cook and State of Illinois party of second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Seven Hundred Sixty Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has granted, bargained, sold, remised, released, conveyed, aliened, and confirmed, and by these presents do grant, bargain, sell, remise, release, convey, alien, and confirm, unto the said party of the second part, and to his heirs and assigns FOREVER, all the following described lot, piece, or parcel of land, situated in the County of Cook and State of Illinois and known and described as follows, TO WIT:

Lots one (1) two (2) three (3) four (4) five (5) and the North half of Lot Six (6) in Block Two (2) in Moody's Subdivision of the North Half (1/2) of the South East Quarter (1/4) of the South West Quarter (1/4) of Section Thirty One (31), Township Thirty Nine (39) North Range Fourteen (14) East of the Third (3d) Principal Meridian

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, or demand whatsoever, of the said party of the first part, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances: **To Have and to Hold** the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns, FOREVER.

And the said Sylvester B. Rockwell party of the first part, for himself his heirs, executors, and administrators, do covenant, grant, bargain, and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, as of a good, sure, perfect, absolute, and indefeasible estate of inheritance in law, in fee simple, and ha^o 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 encumbrances, of what kind or nature soever: and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every other 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**.

And the said party of the first part hereby expressly waive and release any and all right, benefit, privilege, advantage, and exemption, under or by virtue of any and all Statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the said party of the first part have hereunto set their hand^s and seal^s the day and year first above written. The words and figure "14th fourth" in the first line of this deed written in before the executor are hereby—
S. B. Rockwell

Signed, Sealed, and Delivered, in the Presence of
Ezra Brainerd Witness for
Rufus Wainwright (Mrs. Rockwell)

Sylvester B. Rockwell SEAL
Elizabeth Rockwell SEAL
SEAL
SEAL

STATE OF Vermont
COUNTY OF Addison } SS.

I, Rufus Wainwright a Justice of the Peace
in and for the said _____ in said County, in the State aforesaid, residing
in said County do hereby certify, that Elizabeth Rockwell of Middlebury in
said County who is personally known to
me as the same person described in and who executed the within Warranty Deed, appeared before me this day in person, and acknowledged that she he
signed, sealed, and delivered the same, as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver
of all right under, and benefit of, the exemption and homestead laws of the State of Illinois, in and to the premises therein described, with the appurtenances.

And the said Elizabeth Rockwell wife of the said
Sylvester B. Rockwell having
been by me examined separate and apart, and out of the hearing of her said husband, and the contents and
meaning of the said Warranty Deed having been by me made known and fully explained to her and she
having been by me fully informed of her rights under and by virtue of the homestead and exemption laws
mentioned and referred to in said Deed, acknowledged that she had freely and voluntarily executed the same,
and relinquished her dower, and conveyed all her right, title, and interest, including her home-
stead and exemption right, as aforesaid, to the lands and tenements in said Deed mentioned, without compulsion or fear
of her said husband, and that she does not wish to retract the same.

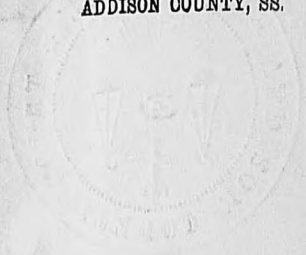
Given under my hand and _____ seal this 15th day of November
in the year of our Lord one thousand eight hundred and seventy three at said Middlebury

Rufus Wainwright Justice of the Peace



State of Vermont,

ADDISON COUNTY, SS.



I, *Refus Wainwright* Clerk of said County
and of the Courts of Record thereof, hereby certify that *Refus*
Wainwright whose signature appears to the certificate of proof
or acknowledgment of the annexed instrument, was at the date thereof a
Justice of the Peace, in and for said County, duly commis-
sioned and qualified, and authorized by law to take such proof or acknowl-
edgment. I further certify that I am acquainted with his handwriting, and believe
said signature to be genuine, and that said instrument is executed and acknowl-
edged in accordance with the laws of this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the *County*
Court for said County, at Middlebury, this *15th* day of *November* A. D. 18*73*

Refus Wainwright CLERK.

Quit-Claim Deed.

Henry H. Gage
& Wife

To

Sylvester B. Rockwell

ENTERED

Herman Leib

County Clerk.

Entered this _____ day
of _____ A.D. 187 .

County Clerk.

State of Ill }
County of Cook } SS.

No. 138642

This instrument was filed for record in the Recorder's
Office of Cook County aforesaid, on the
2nd day of Dec A.D.

1873, at _____ o'clock _____ M., and recorded in Book
302 of Records on page 147

Dec 12th 1873. W. Stewart

Recorder.

This Indenture Witnesseth, That the Grantor....,

Henry H. Gage, and Mary B. Gage, his wife

of the *City of Chicago* in the County of *Cook*

and State of *Illinois* for the consideration of *Fifty five*

($\$55.00$)

Dollars, **Convey** and **Quit-Claim** to *Sylvester B. Rockwell*

of the *Village of Middlebury* County of *Addison* and

State of *Vermont* all interest in the following described real estate,

to wit: *Lot Number Two (2) in Block Two*

(2) in Moody's Subdivision of part of

the East Half (1/2) of the South West

quarter (1/4) of Section Thirty four

(34) in Township Thirtynine (39)

North of Range Fourteen (14) East

of the Third (3rd) Principal

Meridian

situated in the County of *Cook* in the State of Illinois, hereby

releasing and waiving all rights under and by virtue of the Homestead Exemption

Laws of this State.

Dated, this *Tenth (10th)* day of *November* A.D. 187*3*

Henry H. Gage

Mary B. Gage

Seal.
Seal.
Seal.
Seal.

State of

Illinois

COUNTY OF

Cook

} SS.

I, *John Magoun*
Notary Public

in and for the said County, in the State aforesaid, do hereby certify, that
Henry C. Gage and Mary B. Gage, his wife personally known to
me to be the same person^s whose name^s *are* subscribed to the
foregoing Instrument, appeared before me this day in person, and
acknowledged that they signed, sealed, and delivered the said Instrument
as *their* free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of the right of homestead.

Given under my hand and *Official* seal, this
Tenth day of *November* A.D. 1873

John Magoun
Notary Public



Quit-Claim Deed.

Simon S. Rockwell

TO

Andrew P. Rockwell

Entered this _____ day
of _____ A.D. 187 .

County Clerk.

State of _____ }
County of _____ } ss. No. _____

This instrument was filed for record in the Recorder's
Office of _____ County aforesaid, on the
_____ day of _____ A.D.
187 , at _____ o'clock _____ M., and recorded in Book
_____ of _____ on page _____

Recorder.

This Indenture Witnesseth, That the Grantor...

Simon S. Rockwell

widow

of the town of Cornwall in the County of Addison

and State of Vermont for the consideration of

One

Dollars, Convey and Quit-Claim to

Sylvester P. Rockwell

of the town of Middlebury County of Addison and

State of Vermont all interest in the following described real estate,

to wit: Lots One (1) Two (2) Three (3) Four (4) Five (5)

and the north half Lot Six (6) in Block

Two (2) of Mardys' Subdivision in the

North half (1/2) of the South East Quarter

(1/4) of the South West Quarter (1/4) of

Section Thirty Four (34) Township Thirty

Nine (39) North of Range Twenty (20)

East of the Third Principal Meridian

situated in the County of Cook in the State of Illinois, hereby

releasing and waiving all rights under and by virtue of the Homestead Exemption

Laws of this State.

Dated, this 28th day of November A.D. 1873

In presence of Simon S. Rockwell

Clarence P. Holden

August Wainwright



Seal.

Seal.

Seal.

State of Vermont }
COUNTY OF Addison } SS.

I, Rufus Wainwright

Justice of the Peace

in and for the said County, in the State aforesaid, do hereby certify, that

Simon S. Rockwell

personally known to me to be the same person whose name *is* subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said Instrument as *his* free and voluntary act, for the uses and purposes therein

State of Vermont,
ADDISON COUNTY, SS.

I, Rufus Wainwright, Clerk of said County and of the Courts of Record thereof, hereby certify that *Rufus Wainwright* whose signature appears to the certificate of proof or acknowledgment of the annexed instrument, was at the date thereof a Justice of the Peace, in and for said County, duly commissioned and qualified, and authorized by law to take such proof or acknowledgment. I further certify that I am acquainted with his handwriting, and believe said signature to be genuine, and that said instrument is executed and acknowledged in accordance with the laws of this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County Court for said County, at Middlebury, this 24th day of January A. D. 187X

Rufus Wainwright CLERK.

State of Vermont

COUNTY OF Addison

SS.

I, Rufus Wainwright

Justice of the Peace

in and for the said County, in the State aforesaid, do hereby certify, that

Simon S. Rockwell

personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this

24th

day of January A.D. 1874

Rufus Wainwright

Justice of the Peace

Citizens' National Bank of Niles.

Niles, Mich.,

187

in the City of Chicago State Co
Lots Ten (10) - 11 - 12 - 13 - 14 - 15 - 16 - 17 and 18
in Block Two (2) in Gray's subdivision
of Moody's subdivision in the north
half (1/2) of the south east-quarter (1/4)
of the south west-quarter (1/4), of Section
Thirty-four (34) Township Thirty-nine
(39) north of Range Fourteen (14) East
of the third P.M.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.
THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK	
X	mc n		IX Collected	425 ^{Paid}

Received at New Lebanon 2 1885

Dated Chicago Ill

To Bury' Bates
mt Lib

Have you sent other papers must have them Monday next without fail

reply
Swift & Campbell

240

McNeill

457.80 to Chicago
6 90 " St. Louis
1.00 " McNeill
84 Telegram
63 " "
30 " " Chicago
Sept 1.18 " " "

56.68

THE WESTERN UNION TELEGRAPH COMPANY.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK
2	mcN		1X collect 1.7

Received at New Lebanon 2X 1885

Dated Chicago Ill.

To Levi Shaw

Mr. Lebanon

Gray deed to trustees and
their successors for use
of society all rights
Swift & Campbell

GRANT & SWIFT,
ATTORNEYS AND COUNSELLORS AT LAW
28 Portland Block.
WILLIAM O. GRANT. WILLIAM H. SWIFT.

Chicago, April 25th 1883

Benjamin Gates Esq.

Judge.

Dear Sir:

Your favor of the 23rd inst., and the copy of the Covenant and report are received.

Enclosed please find bond for removal to Federal Court and bond for injunction which please sign as indicated in pencil and return to me. Leave it for me to fill the blanks. I cannot tell what the amount of the injunction bond will be as the court fixes it at the time of granting the injunction.

Very truly yours -

W. H. Swift.

Dr H Swift

75
15
36
126

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT. DAVID CAMPBELL.

CHICAGO.

May 5, 1883.

Benjamin Gates Esq

Mt. Lebanon, N.Y.

Dear Sir,

Your favor of 2nd inst. with enclosures correctly signed, is at hand. We will report to you as soon as there is anything new either in the matter of the suit, or prospect of sale of the property.

Since you were here I have made a change in my business relations and enclose card of my new firm.

Very truly yours,

W. H. Swift

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

CHICAGO,

May 17, 1883.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

DICTATED.

Benjamin Gates Esq
Trustee.

Dear Sir,

We have this day filed a bill and obtained an injunction against the prosecution of the ejectment suit and to prevent Hulet Smith from the interfering with the possession of the lots.

The Real estate agent thinks he cannot at present get more than \$750. apiece for the lots. You understand that those purchased from Mr. Gray, are not in the suit, and there is nothing to prevent their sale at any time that you are satisfied with the price that can be obtained.

Very truly yours,

Swift & Campbell.

*Pro Levi,
Please give me your opinion on the
above & return to B G
I keep all the papers together B L*

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

10,336.14a

Chicago, June 6, 1888

Benjamin Galis Esq.

Trustee,

Dear Sir: Enclosed
please find receipted bill
paid my checks this day
such from this sum for
which you have my thanks.

I think as you do about
holding on to the lot until
you can do better.

Yours, very truly
W. H. Swift.

Chicago, May 23, 1883.

Benjamin Gates et al. Trustee.

1881.		To Grant Swift & Brady.	Dr.
June 24	To retainer & exam ⁿ of matter of suit in ejectment brought by Hulet Smith.	\$ 30 00	
Aug. 4	" exam ⁿ of abstract of title of lots in Moody's subdivision & conference with Hulet Smith.	\$ 25 00	
Sept 3	" cash paid Haddock boxes for continuing abstract	\$ 9 00	
Oct. 3	" drafting & entering special appearance in ejectment suit Smith v. you	\$ 10 00	
5	" cash paid clerk's costs	\$ 1 50	
"	" appearance in court & argument on motion to quash publication notice & obtaining order quashing same.	\$ 15 00	
12	" examination of legislation of State of N. Y. bearing on right of United Society of Shakers to hold real estate & appearance in court on motion to set aside order quashing summons & for leave to amend declaration	\$ 33 00	
1882 Jan. 27	" drafting deeds, correcting errors, & correspondence with Mr. Gray.	\$ 20 00	
Oct 3	" drafting deeds, correcting errors, & correspondence with Mr. Gray.	\$ 145 50	

Red Paper -
Grant. Swift & Brady.
per W. H. Swift.

Please receipt & return to B. Gates c/o Selman N.Y.

March 18, 1885.

Benjamin Gates, Esq.

Mt. Lebanon, N. Y.

Respected Friend;

Our friend Levi Shaw has written us that you wish us to send you a copy of our Statute forbidding foreign corporations to acquire the title of land in this State, that you may show the same to your lawyer at Hudson. There is no such Statute, but I will make the legal status of the matter as clear as I can and you can show the letter to your lawyer.

The Supreme Court of this State decided in 1873 that a corporation created in another State for the sole purpose of buying and selling lands, could not acquire the title to lands in this State as it had always been contrary to the policy of this State to create domestic corporations for a similar purpose.

Carroll v. City of East St. Louis, 67, Ill. 568.

In 1874 our Supreme Court decided that The American Bible Society could not take land in this State under a will, but this Society was incorporated under the law of New York and had no right to take real estate in New York, and our Court held the Society could have no greater power in this State than in New York.

Starkweather v. American Bible Society 72 Ill. 50.

The right of a foreign corporation to take and hold the title to land in this State has been discussed by our Supreme Court since the decisions above cited, in the following cases:

U.S.Trust Co. v. Lee 73 Ill. 142.

U.S.Mortgage Co. v. Gross, 93 Ill. 483.

Stevens v. Pratt 101, Ill. 210.

Columbus Buggy Co. v. Graves 108, Ill. 450.

Our Statute requires that domestic corporations may hold so much real estate as shall be necessary for the transaction of their business, and if they acquire any beyond this in satisfaction of any debt, it shall be offered for sale at public auction at least once in each year, and if it is not sold in five years, it shall be the duty of the State's Attorney to take proceedings in Court for its sale.

The same act provides that no foreign corporation, established or maintained in any way for the pecuniary profit of its stockholders or members, shall purchase or hold real estate in this State, except as provided for in this act. The act does not provide in what manner or to what extent foreign corporations shall acquire and hold real estate, and it must, therefore, mean that foreign corporations may purchase and hold real estate in like manner as, and only in like manner as domestic corporations may purchase and hold real estate under the provisions of said act.

A subsequent Section of the same act provides that "the foregoing provisions shall not apply to any religious corporations."

The statutory provisions, to which I allude, are found in the

Revised Statutes of Illinois, 1874, Chapter 32, Sections 5, 26 and 35. Assuming, for the sake of the argument, that your people are a foreign corporation, that is, foreign to the State of Illinois, our Statute permits you to acquire and hold permanently, so much real estate as is necessary and requisite for the transaction of your business within this State. No one of the decisions above cited, militates against this. In fact they sustain this position, and if your people had acquired this real estate in question, for the purpose of establishing one of your families thereon, we have no doubt that you could hold the same in perpetuity.

As, therefore, your people, if incorporated, would have the right for certain purposes to acquire and hold the title to this land, the conveyance to them is not void and their right to hold the land can be questioned only by the State authorities.

Hough v. Cook Co. Land Co. 73 Ill. 23.

National Bank v. Matthews 98 U.S. 628.

Assuming that your people are incorporated as above, it is extremely doubtful whether they can be said to be established or maintained in any way for the pecuniary profit of the members. We think they are rather an exclusively religious organization, and our Statute provides that religious corporations may hold the title to any quantity of land less than ten acres. This provision is found in Section 42 of Chapter 32 of our Revised Statutes. The

provision is that "any corporation that may be formed for religious purposes under this act, or under any law of this State" etc. But we think, from the decisions above cited, and the remainder of the act, that a religious corporation organized under the laws of another State would be allowed in this State the same privileges as a domestic corporation, and that your people, if a religious corporation, can acquire and hold the title to ten acres of land in this State.

If your people have the right then to acquire and hold the land for religious uses, the question whether or not it is acquired and held for this use can be raised only by the State itself and the conveyance to your people is not void. There are other authorities, besides those we have cited above, which sustain this position and we think there is no doubt that this is the law. There is a late decision in this State looking in the other direction. In that case a deed of eighty acres of land was made to a religious corporation of this State, which at the time held and owned ten acres, and our Supreme Court held that under those circumstances the deed of the eighty acres was absolutely void.

Roman Catholic Congregation v. Germain 104 Ill. 440!

It does not, however, by any means follow that they would hold a deed of less than ten acres void where the grantee held no other land, even if it appeared that the grantee had not devoted the land

to religious uses.

The gist of the decisions of our Supreme Court is that the policy of the State of Illinois does not favor perpetuities. The Statute of New York, under which your trustees hold, provides that the title of lands instead of descending to the heirs of the trustees shall go to successors in trust chosen in accordance with your polity. This gives a perpetuity, and is, therefore, open to the same objection in this State as if your people were regularly incorporated in New York by private charter or under some general law. But we are, nevertheless, of the opinion, for the reasons we have given fully above, that your trustees took and hold a good title to the land in question in this State.

The conveyance from Emily H. Pratt is to "Edward Fowler and Benjamin Gates, trustees in the United Society of Shakers in New Lebanon in the County of Columbia and State of New York" . . . "To have and to hold . . . unto the said party of the second part their heirs and assigns forever". This conveyance is not made to the trustees and their successors. If upon the death of Friend Fowler the title which he held vested in his successor, Friend Valentine, it did not do so by virtue of anything contained in this deed, but solely by virtue of the law of New York and the Articles of Association of your Society. We will not now express an opinion whether the interest held by Friend Fowler descended to

his heirs or ~~as~~ vested in his successor in trust. We are not through with our consideration of this question. We raise this point now to say that the law will not defeat this grant, if it can be sustained, and if the Supreme Court of this State should refuse to recognise the right of perpetuity conferred by the Statute of New York, it would hold that the title was conveyed by this deed to you and Friend Fowler and the heirs and assigns of you both in trust.

We are, therefore, decidedly of the opinion that there is no danger that the deed to you and Friend Fowler will be declared void. We are pleased to hear that you intend to lay this matter before your lawyer at Hudson, and we have written you fully and in a technical way that he may thoroughly understand the legal position of the matter. He will understand that the land is vacant and that Smith has brought an ejectment suit against your people as a corporation organized under the name of Benjamin Gates and Robert Valentine, trustees in the United Society of Shakers in the town of New Lebanon, Columbia County, New York. Our Statute permits an ejectment suit to be brought by any party claiming title to vacant land against any other party claiming title to such land.

Our present intention is to file a petition under a Statute of Illinois asking that your title to this land be established and the ejectment suit enjoined, and the deed to Smith removed as a cloud upon your title. Before doing this it is necessary for us

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31 and 32 Portland Block.

WILLIAM H. SWIFT. DAVID CAMPBELL.

CHICAGO,

10,336.15^g

7

to consider further the question of the descent of the interest held by Edward Fowler. This we shall do at once. We will send you very shortly, the deed and mortgage of which we talked, and expect also to prepare a new deed from the Rockwells which we shall forward to Friend Gray with the request that he visit the Rockwells, as talked by us with Friend Shaw, and procure its execution if he can.

Respectfully Yours,

Swift & Campbell

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT. DAVID CAMPBELL.

CHICAGO,

10,336.16a

March 19, 1885.

Benjamin Gates, Esq.

Mt. Lebanon, N. Y.

Respected Friend;

Since we wrote you yesterday we have made a further examination of your matter including the Statutes of New York, and the case of White v. Miller reported in the 71st N. Y. page 118.

We think the Statutes of New York, in reference to the holding of property by your trustees, are simply Statutes regulating the manner in which the property of your people shall descend. As such they would not control the descent of the title of land in this State because land descends according to the law of the State where it is situated.

Under the law of this State yourself and Edward Fowler, being trustees, took the title of the land in question as joint tenants, and upon the decease of Edward Fowler the title to the whole of the property became vested in you as the surviving trustee. In the event of your death the title would descend to your heirs and not to your successor, and Robert Valentine has no title whatever in the property.

The deed to you and Edward Fowler runs to you in this manner "Edward Fowler and Benjamin Gates, trustees in the United Society of Shakers in New Lebanon, in the County of Columbia and State of

New York" and there is no other mention of a trust anywhere in the deed, and nothing other than this to show that you received it as trustees. We are of the opinion that the words "trustees in the United Society of Shakers" etc. are merely descriptive of the persons of the grantees and that the deed does not in itself create a trust. It is, of course, easy to show that yourself and Edward Fowler did actually receive this property as trustees for your people, but upon our records here the title appears to have vested in yourself and Edward Fowler individually. We request, therefore, that you give us the names and place of residence, if possible, of the heirs at law of Edward Fowler, that we may make them parties to our proceedings here, and thereby make the record title of the property here such that you will be able to sell without trouble when the occasion therefor arises.

In support of our views, expressed in yesterday's letter, we cite for the use of your lawyer at Hudson, the case of *Christian Union v. Yount* 101 U.S. 352. We intend to try these questions in the Federal Court. If there is an appeal it will take longer for a final conclusion of the matter, but the conclusion is more likely to be satisfactory, and if it is in our favor, as we confidently expect, it will be of permanent value to your people all over the country, as the construction of the New York Statute must be discussed and will be passed upon by the highest tribunal in the land.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

CHICAGO,

WILLIAM H. SWIFT. DAVID CAMPBELL.

If you and Edward Fowler, or either of you, ever executed a written declaration of trust, please send us a copy, and oblige.

Respectfully Yours,

Swift & Campbell.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

CHICAGO,

March 21, 1885.

DICTATED.

Benjamin Gates, Esq.,

Mt. Lebanon, Columbia Co., N.Y.

Respected Friend;

Enclosed please find the deed, mortgage and note, which you requested. You will notice that the name of the grantee in the deed, and the name of the grantor in the mortgage are left blank, but the parties can execute the papers as they stand, and we will have the blanks filled after they are returned to us. If your friend, who is to make the mortgage, is a married man, his wife must sign the mortgage. The papers need not be witnessed. The parties can acknowledge before a Notary Public, and no certificate that he is a Notary need be attached. His notarial seal will be sufficient.

Respectfully yours,

Swift & Campbell.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.
WILLIAM H. SWIFT. DAVID CAMPBELL.

CHICAGO,

10,336.18

March 25, 1885.

Benjamin Gates, Esq.,

Mt. Lebanon, N. Y.

Respected Friend;

We received yesterday from Levi Shaw a telegram saying "Does Gray's deed to us read to the trustees and their successors in trust, or same as Rockwell's" to which we replied "Gray deeds to trustees and their successors for use of Society. All right" which we beg to confirm.

We have received a letter from Mr. Gray saying that he has forwarded to the Rockwells the quit claim deed which we prepared and will not go to Vermont until after he has heard from them. We have this day sent him the deeds, already made by the Rockwells, that he may take them with him to show if he finds it necessary to go.

We have prepared a plea to be filed in the case, and enclose the same herewith. Will you and Robert Valentine please sign the same where marked in pencil, and affirm before a Notary Public with a seal, and have it returned to us at once, and oblige.

Yours very truly,

Swift - Campbell.

10,336.19

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

CHICAGO,

March 30, 1885.

Benjamin Gates, Esq.

Mt. Lebanon, Columbia Co., N. Y.

DICTATED.

Respected Friend;

Your favor of the 27th
inst. with note, mortgage and deed enclosed, came
to hand this day. The papers are executed in
due form. We trust there will be no delay
about forwarding the balance of the papers.

Very truly yours,

Swift & Campbell.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.
WILLIAM H. SWIFT. DAVID CAMPBELL.

CHICAGO,

April 2, 1885.

10,336.4a

Levi Shaw Esq.,

Windsor, N.Y.

Dictated

Respected Friend;

Your favor of the 31st inst. is duly received. We have received from Benjamin Gates a deed from Frederick W. Evans to George W. Bagg conveying the lots purchased from Mr. Gray; also a mortgage from George W. Bagg to Benjamin Gates and Robert Valentine trustees, conveying the same lots and given to secure said Bagg's note for \$9,000. upon five years time with interest at six per cent payable semi-annually, which note has also been sent to us.

Mr. Gray's deed of these lots had no seal upon it. We have sent it to him asking him to correct this error, and we shall record it before we record the deed and mortgage above mentioned.

As to the other lots, that is the lots conveyed by Mrs. Pratt, we have placed upon record the deeds made by the Rockwells at the time of the original purchase, and have prepared and forwarded a quit claim deed from the Rockwells to Benjamin Gates. Mr. Gray writes us that he has, as yet, heard nothing from this deed. If he does not hear in due course of time, he will visit the Rockwells, as we understand.

This puts the matter in good shape but does not, as you will understand, do away with the suit with Smith, which will still have

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ATTORNEYS AND COUNSELLORS AT LAW,

CHICAGO,

31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

to be contested, and we shall have to file a bill in equity to re-
move the deed made by Mrs. Pratt to Smith as a cloud upon your ti-
tle. We expect to file this in the United States Court and re-
move the present suit from the State Court to the United States
Court, as we prefer to try the matter in the latter tribunal.

Respectfully yours,

Swift & Campbell.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

CHICAGO,
April 2, 1885.

10,336.20

Benjamin Gates Esq.,

New Lebanon, Columbia Co., N.Y.

Dictated.

Respected Friend;

Your favor of the 30th inst. with deed from Lorinda Cooper, came duly to hand. We do not think the deed is necessary, but it will do no harm, and while you were getting it we regret that you did not have it cover all of the lots instead of only those which came from Mrs. Pratt. You may as well get another deed covering them all, or covering those not described in this deed, and have Mrs. Cooper sign and swear to the affidavit enclosed herewith, if the facts are correctly stated therein.

You say that the other papers will be executed as soon as Robert Valentine returns from New Jersey, but as you do not say when he will return, and it is absolutely necessary that we file the plea on or before next Wednesday morning, we have just telegraphed you "Have you sent other papers? Must have them Monday next without fail. Reply."

Very truly yours,

Swift & Campbell.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.
WILLIAM H. SWIFT. DAVID CAMPBELL.

CHICAGO,

April 4, 1885.

DICTATED.

Benjamin Gates Esq.,

Mt. Lebanon, Columbia Co., N.Y.

Respected Friend;

Your favor of the first inst. with papers enclosed, is this day received, but we are sorry to say the papers are not executed right, and we send duplicates, herewith enclosed, which we wish you and Robert Valentine would execute at once. Make affirmation before a Notary Public as before and send them to us by the next mail. There is no time to lose. Just write your names as we have written them in pencil. Do not add the word "trustees" nor seals, nor anything else. This plea which we file is a very technical one and it must be executed just as we direct.

None of the deeds which have been made change the status of the suit brought by Smith, because the deed to Smith was made by Mrs. Pratt and recorded before any of the other deeds were recorded, except the deed to you and Edward Fowler.

We shall do only what is necessary to protect your interests in this matter, and perfect your title, and we trust you have sufficient confidence in us to believe that we shall not make any unnecessary litigation.

Respectfully yours,

Swift & Campbell

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

10,336.22

CHICAGO,

April 11, 1885.

Benjamin Gates, Esq.,

Mt. Lebanon, Columbia Co., N.Y.

Respected Friend;

Your favor of the 7th
inst. with papers enclosed, is this day received.
The papers are all right this time. We regret
that you have been put to so much trouble in the
matter. Perhaps we are to blame for not having
been more specific in our instructions. We shall
remove the cause to the Federal Court at once,
and get it along as speedily as possible.

Very truly yours,

Swift - Campbell.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

10,336.5

CHICAGO,

April 29, 1885.

Levi Shaw, Esq.

Windsor, N. Y.

Respected Friend;

Enclosed please find receipt for taxes paid. We have removed the suit commenced by Smith to the United States Court and will keep you posted on all steps taken, and dispose of the matter as speedily as possible.

Very truly yours,

Swift & Campbell,

DICTATED.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

CHICAGO,

July 22, 1885.

DICTATED.

Levi Shaw Esq.,
Windsor, N.Y.

Esteemed Friend;

Your favor of the
20th Inst. is this day received. Your case
will be likely to come up some time in the
Fall. It is not possible to speak more def-
initely than this, at this time.

Very truly yours,

Swift & Campbell.

*Our courts take a
long vacation in summer.*

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.
WILLIAM H. SWIFT. DAVID CAMPBELL.

CHICAGO,

10,336.7

April 17, 1886.

DICTATED.

Levi Shaw Esq.,
Windsor, N.Y.

Dear Sir;

Your favor of the 8th inst. came duly to hand, and enclosed please find the tax bill for taxes upon your lots.

Since you were here we have had several controversies in Court, in your suit. Smith made a new motion to have the cause sent back to the State Court, but we defeated it. Some few days since he made another move, but we have met that. I think there will be a jury some time this spring to enable us to try and dispose of the case.

Very truly yours,

Swift Campbell

P.S. The Common Council has recently passed an ordinance for the opening of Calumet Avenue. I do not know whether this will subject your lots to a special assessment to pay the damages for land taken in opening the street. If the street is paved there will, of course, be a special assessment for that, and for water pipes, etc. but the passage of the ordinance is a good thing for the property.

S. & C.

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.
WILLIAM H. SWIFT. DAVID CAMPBELL.

CHICAGO,

December 1, 1886.

DICTATED.

Mr. Levi Shaw,

Windsor, New York.

Dear Sir;

When the calendar of cases for trial in the Federal Court was made up we found that the case of Smith v. Gates et al, stood No. 48, and it was reached and called yesterday, the very first day of the term. We obtained a verdict and judgment for the defendants. The plaintiff's counsel was not present at the time the case was called and was not present in the morning at the preliminary call of the entire calendar. Mr. Smith has always had associated with him in this litigation a Mr. Beach, but neither of them was in Court. We are unable to tell whether this indicates that they are satisfied by the recent decisions of our Supreme Court, of which we told you when you were last here, that they cannot maintain their action, or whether they overlooked the matter.

Under our Statute the defeated party in an ejection suit can come in any time within one year and obtain a new trial by paying all costs up to that time. This is a matter of right and cannot be refused by the Court, the only condition being the payment of costs. The costs which the plaintiff would have to pay in this case must amount to about \$40, and we think it is very doubtful whether they will put that much more money into it; but the judgment in our favor cannot be considered as finally settling the

matter until the one year has elapsed. It is, however, a very material step in our favor. As heretofore Smith and Beach have never failed both of them to be in Court whenever they thought there was any chance of getting an advantage over us, we are led to believe they have wisely concluded to abandon the fight as hopeless.

We give you below the exact language of that section of the Statute giving the right to a new trial at any time within one year.

We told you when you were last here that an ordinance had been passed for opening Calumet Avenue to 35th street. We understand the damages for the land taken by the new street have been assessed at \$40,000, and the next step will be to appoint commissioners to assess the benefits upon the contiguous property. We fear there will be a heavy assessment upon your lots. We consider \$40,000 a very large assessment of damages. When the matter of the assessment of benefits comes up we suppose you desire that we shall appear for you and protect your interests and get the assessment upon your lots made as light as possible.

Sincerely Yours,

Swift & Campbell

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

CHICAGO,

December 3, 1886.

10,336.9

Dictated

Mr. Levi Shaw,

Windsor, New York.

Dear Sir;

Mr. Smith has this day served a notice upon us that upon Monday morning next he will ask the Court to set aside the verdict and judgment in your favor. It seems, therefore, that it was an oversight on his part.

We think the Court will not set aside the verdict and judgment except on payment of costs in accordance with the Statute, of which we sent you a copy. To this we shall not object and shall try to urge the second trial as soon as possible.

Another real estate man has to-day called for a price on the North lots; says he thinks he can get a purchaser. We told him we thought you would sell for \$40 net. Cannot tell whether anything will come of it.

We will write you as soon as the Judge has decided Mr. Smith's motion.

Very truly yours,

Swift Campbell

DICTATED.

December 13, 1886.

Mr. Levi Shaw,
Windsor, New York.

Dear Sir;

Your favor of the 11th inst. is this day received. Moody's Subdivision is a subdivision of a tract of land between 36th and 37th streets upon the North and South, and between the Boulevard and Forest Avenue upon the East and West. It does not occupy all of the distance between 36th and 37th streets, but only about one half of that distance. When the subdivision was platted a street was left 66 feet wide in the line of Calumet Avenue, which had been opened only as far as 35th street. The tract between Moody's subdivision and 35th street upon the North has never had the street cut through, and the tract between Moody's subdivision and 37th street upon the South has never had the street cut through.

The parties whose lands are now taken upon the North and upon the South of Moody's subdivision, claim for the land which will be taken by the proposed improvement, and the damages to the remainder of their land, \$40,000. If this improvement is made the parties who own Moody's subdivision will be obliged to pay their portion of the damages, and no allowance whatever will be made for the land which they themselves gave (or rather which was given by the parties who subdivided the property) for the purposes of a street.

This is looked upon as a gift which they were at liberty to make, or to withhold. They made a mistake in making this gift until the adjoining parties were ready to make a similar gift, so that the street would connect with other cross streets upon the North and upon the South. If this \$40,000 of damages is assessed upon the property lying between 35th and 37th streets along the line of Calumet Avenue, the assessment will be very heavy upon your lots, and the parties owning property North and South of Moody's subdivision will, probably, insist that it is Moody's subdivision alone, or chiefly, which is benefited by the proposed improvement.

It is our opinion that the opening of the street is likely to be defeated, because it will be impossible to assess benefits equal to this amount of damages, upon the adjacent property. The rule is for the city to pay all damages which cannot be assessed upon the adjacent property, but we are satisfied that the City will not, in this case, pay any considerable sum, and we think, therefore, that the improvement will be defeated.

You make no mention of having received our letter of the 6th inst. submitting an offer of \$40 per foot for two lots. We fear the letter has gone to Windsor, Vermont, or some other place of the same name.

Messrs. Beach and Smith called up again this morning their

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CHICAGO,

WILLIAM H. SWIFT. DAVID CAMPBELL.

motion to set aside the verdict and judgment. It came up before Judge Blodgett. He declined to hear it at this time, and intimated pretty strongly that he would overrule it when he did hear it.

Very truly yours,

Swift & Campbell

SWIFT & CAMPBELL,
ATTORNEYS AND COUNSELLORS AT LAW,
31 and 32 Portland Block.

WILLIAM H. SWIFT.

DAVID CAMPBELL.

DICTATED.

Chicago, April 15, 1887

Mr. Levi Shaw,
Windsor, New York.

Dear Sir;

Your favor of the 13th inst., enclosing your check for \$103.70 on account of taxes, is this day received, and we will attend to the payment of same.

We have been delayed in getting the abstract of title continued, but it is now in the hands of Mr. Ingledew, and we presume the sale will shortly be closed.

Very truly yours,

Swift & Campbell.

Chicago, March 5, 1889:

Benjamin Gates et al, Trustees,
To Swift & Campbell, Dr.

1883

May 17,	To preparing and filing bill in Chancery to re- strain ejectment suit at law and to remove cloud; and examination of organization of Society in connection therewith,	\$100.00
	,, procuring order for injunction,	15.00
	,, preparing and filing injunction bond,	5.00
	,, cash paid Master's fees on injunction,	5.00
	,, ,, Clerk's costs,	6.00
	,, ,, Sheriff's fees,	2.50
	,, time spent in preparing brief and attendance upon Circuit Court three different days, and full argument before Judge Moran against motion to dissolve injunction and dismiss bill,	125.00
1884		
March 29	,, cash paid Stenographer reporting testimony,	2.50
	,, examination of motion for allowance of damages on dissolution of injunction, attendance upon Court and examination of witnesses defeating said claim,	25.00
June 30	,, attendance upon Court in suit at law and oppos- ing motion for default and making motion to quash service by publication,	15.00
1885		
Apr. 13	,, drafting three deeds and one mortgage,	10.00
	,, ,, petition for removal of Smith case to U.S. Court and bond for removal,	25.00
	,, drafting special plea in abatement in Smith suit,	25.00
	,, serving notice of motion for removal of Smith suit to Federal Court with copy of petition and bond, appearance in Court and argument of motion to remove,	25.00
	,, cash paid recording fees,	1.95
	,, ,, defendant's costs Smith case,	1.50
May 4	,, ,, record in Smith case for U.S. Court,	4.00
	,, ,, Clerk's costs in U.S. Court,	5.00
18	,, attendance on Court and argument of motion to re- mand Smith case to State Court,	20.00
	,, preparing and filing copy of pleadings missing from files and alleged to have been lost,	10.00
1885		
Nov. 25	,, cash paid costs in Chancery suit against Smith,	3.50
1886		
Feb. 1	,, attendance on Court and argument of demurrer to plea and procuring order overruling same,	15.00
June 7	,, drafting and filing pleas and affidavit in Smith case,	15.00
Dec. 24	,, obtaining judgment in ejectment suit and attend- ance on Court on motion to set aside judgment,	50.00
1887		
Feb. 9	,, examining assessment roll in matter of opening Calumet Avenue, and preparing and filing objec-	

Amt carried forward,

\$512.95

		2 Amt forward,	\$512.95
		tions to same, and further services in connection with same matter,	\$50.00
		,, paid one half appearance fee,	.75
1887			
Apr. 14	,,	cash paid continuing abstract on sale to Staga,	5.00
May 23	,, ,, ,,	copy of abstract for Staga,	8.80
	,, ,, ,,	recording trust deed from Staga,	1.20
1889			
Jan. 14	,,	preparation for trial of Smith case and attendance on Court,	100.00
	,,	cash paid copy of deed Rockwell to Pratt,	1.45
			<u>\$680.15</u>