

No. 2853

Supreme Court of Illinois

John Doe ex. dem John B. Beanien

Beabien

vs.

Louis Jameson.

The State of Illinois
County of Cook

I was before the Hon John
Cassini Judge of the Seventh judicial Circuit of the
State of Illinois, and presiding judge of the Cook
County Circuit Court, at a Circuit Court begun
and held in the second Monday of May A.D. 1834
at the Court House in the City of Chicago

Cook County Circuit Court,

John Doe ex dem
John Bt Brantien

Louis J. James Defendant

Let it be remembered that on
the Seventh day of August in the year of our Lord
one thousand eight hundred and thirty seven,
came the said Plaintiff by attorney, Spring, Grant
and Peyton his Attorneys duly authorized and filed
a declaration in judgment, clousd in the words
and figures following to wit:

State of Illinois } Of the August Term of the
Cook County Circuit } Cook Circuit Court A.D. 1834

John Doe complainant of Louis J. James
defendant. It is that whereas John Baptist Brantien
on the first day of July in the year of our Lord
one thousand eight hundred and thirty seven, at
the County of Cook aforesaid, has demised and
to farm let unto the said John Doe one Messuage
one dwelling house, one store house, one shed, one
kitchen and one out house, one acre of arable of
land, one acre of meadow land, one acre of pasture
lands, and one acre of other land, situate in

Quadrangular addition to the Town of Chicago in said Cook County, and known and designated as lots Number one and two in Block Number One in said addition being part and parcel of the South West fractional quarter of fractional section Number ten in Township Number thirty-nine 39th North of Range Number fourteen (14) East of the Third principal Meridian, to have and to hold the said tenements with the appurtenances to the said John Doe and his assigns, from the said first day of July aforesaid and for and during, and until the full end and term of ten years from thence next ensuing and fully to be complete and ended.

By virtue of which said demise, the said John Doe entered into the said tenements with the appurtenances and became and was possessed thereof for the said term so to him thereof granted.

and the said John Doe being so thereof possessed the said Louis J. Dawson afterwards to wit:

on the tenth day of July in the year of our Lord one thousand eight hundred and thirty seven, aforesaid, with force and arms entered into the said tenements with the appurtenances in which the said John Doe was so interested in manner and for the term aforesaid, which is not yet expired, and ejected the said John Doe from his said tenements with the appurtenances and other wrongs to the said John Doe, than & there did, against the peace and dignity of the people of the State of Illinois, and to the damage of the said John Doe of two thousand dollars, and therefore he brings his suit as

Wm Louis J. Dawson

Payton & Stone for Plaintiff

I am informed that you are in possession of, or claim title to the premises in this declaration of ejectment mentioned, or to

some part thereof, and being sued in this action
as a casual ejector only, and having no claim
or title to the same, do advise you to appear
on the first day of the next Circuit Court of
Cook County to be holden in and for said County
in the City of Chicago on the third Monday
of August instant by some Attorney of that
Court, and then and there, by rule of the said
Court, to cause yourself to be made Defendant
in my stead, otherwise I shall suffer judgment
therein to be entered against me by default
and you will be turned out of possession before
the seventh day of August A.D. 1837.

Yours &c
Richard Roe

March Term 1838.

And the said Defendant
comes and defends the force & injury where
and says that he is not guilty of the said
Seizure in Ejectment above laid to his charge
and of this he puts himself upon the Country
and the Plaintiff doth the like.

Upon which declaration in Ejectment the
Sheriff returned into Court the following return
Executed by delivering a copy to Louis
S. Harrison Aug²⁷th 1837.

W. N. Sherman Sheriff
J. M. Smith Post Sheriff

And afterwards took as a Circuit Court
term and held at the Court House in the City
of Chicago on the first Monday of March in the
year of our Lord one thousand eight hundred
and thirty-eight. The Honorable John P. Mason
presiding a consent Rule in words and fig-
ures following, was entered into this cause.

4
John Precaum & Co. vs. Robert Account Court March
John B. Beaubien & Son 1858
Richard Roe vs. Ejectment

It is ordered by consent of the parties by their Attornies, that Louis J. Jamison who claims title to the premises in question, be admitted and made a defendant in the stead of the said Richard Roe the now defendant, and that the said Jamison shall immediately appear by his Attorney who shall receive a declaration, and file there to the general issue, this term and that at the trial had thereon, the said Jamison shall appear in his proper person or by his Attorney, and confess lease, entry and ouster for so much of the premises specified in the Plaintiff's declaration, as are in possession of the said Jamison, or his tenant, or any person claiming by or under him, or that in default thereof, Judgment shall be thereupon entered against the defendant Richard Roe, the casual Ejector: but proceedings shall be stayed against him until default shall be made in any of the premises above mentioned.

And by the like consent it is ordered further that if by reason of any such default the judgment shall happen to be reversed upon the trial, the said Jamison shall take no advantage thereof, but shall thereupon pay to the plaintiff costs to be taxed, by the Clerk of this Court.

And it is further ordered that the lessee of the plaintiff shall be liable to pay costs to the said Jamison to be adjudged in any manner allowed; to be also taxed by the same Clerk.

Attest for said Jamison

And on Saturday the nineteenth day of March in the year of our Lord one thousand eight hundred and thirty-eight, the same being one of the days of the Term of March, the following among other proceedings were had,

Ordered that all causes, orders, writs, returns, motions, either in Law or Equity, and all other things, and matters of whatsoever nature or character they be, and the same are hereby continued to the next Term of this Court

Was before the Honorable John Dudson Judge of the Seventh judicial Circuit of the State of Illinois, and presiding judge of the said Circuit Court, at a court begun and held at the Court house in the City of Chicago on the second Monday in the Month of May in the year of our Lord one thousand eight hundred and thirty eight, and of our Independence the sixty second,

Tuesday May twenty second Eighteen hundred and thirty eight

John Doe callen
vs
John B. Beaubien

Louis H. Harrison Esquiret

This day comes the plaintiff by Lewis Spring, Clayton & Brode his Attorneys, and the Defendant by Battisfield and Morris his Attorneys, and after being joined herein, thereupon comes a jury of twelve good and

6
lawful way, to wit: Jason Gurley, Austin Mac-
omber, Charles Adams, Matthew Laffin, Martin
Hendrickson, Ira Herricks, Teri Jones, Lewis Giff,
William A. Davis, Richard Huff, Julius Wadsworth
and John Murray who are duly empanelled
and sworn well and truly to try the afore-
joined Verdict, after hearing the evidence, and
argument of Counsel and charge of the Court,
do, come into Court and say upon their
oaths, "We the jury find the defendant guilty
of the trespass in Steamer and for as set
forth in the Declaration in & against the plaintiff
damages to the sum of one hundred dollars
Hereupon the Defendant files his Motion in
writing herein for a new trial,

And afterwards Court on the
Twentyfourth day of May A.D. 1838 the same
being one of the days of the term of May afore-
said, came again the parties to this cause
and the following further proceedings were
had in this cause.

John Doe & son
Plaintiff

Robert Beaubien
Defendant

John P. Harrison
Attorney for Plaintiff

Ejectment

This day comes the parties by
their respective attorneys, and take up the Mo-
tion for a new trial which was entered on the
rendering of the verdict of the jury, in the
words following, that is to say: "The Deft by
his counsel moves the Court to set aside the
verdict in this cause and grant him a new
trial, on the following grounds to wit:

1. Because the verdict is against the evidence
2. Because the same is contrary to law

- 7
3. Because the Court erred in giving the instructions to the jury
 4. Because the Court erred in giving the instructions severally as asked for by the Plaintiffs attorneys.
 5. Because the Court erred in refusing to give the several instructions to the jury as asked for by Dept
 6. And because the Court erred in over ruling and excluding from the jury legal and competent evidence offered by the Dept, and after argument had thereon, and ~~James Butterfield & Collins~~ the Court being fully advised, in favor of Dept the premises. It is

Ordered and Considered that the motion for a new trial be overruled, Thereupon it is finally.

Ordered and considered by the Court that the plaintiff recover of the defendant one thousand dollars in Damages, charges and expenses herein asked by the jury aforesaid, together with his Costs and Charges herein Expended.

And hereupon the the said John Doe or assigns the writ of the people of the State of Illinois, directed to the Sheriff of the County aforesaid, to cause him to have possession of his said term yet to come, of in and to the premises described in the Declaration. Lots one and two in Block One in "Beaubien's Addition" adjoining to the Town of Chicago which is granted to him.

Hereupon the said defendant by his Counsel moves the Court for an appeal of this cause, to the Supreme Court, which is granted him upon his entering into Bond with Austin Butterfield, Buckner S. Morris and James H. Collins or either of them within sixty days from this date in the sum of Four hundred and fifty dollars, conditions as the law directs.

And aforesaid on the twenty third day of July in the
year of our Lord one thousand eight hundred and thirty eight
the said Defendant filed in the Office of the Clerk of the Circuit
Court in pursuance of the foregoing Order his appeal bond which
is in the words and figures following to wit - Know all men by
these presents that we Louis T. Jamison, Benjamin Morris &
James H. Collins of the County of DeKalb and State of Georgia, an
able and firmly bound unto John Doe (By Name) John D. Beau-
lien in the sum of Five hundred and fifty dollars for
the payment of which well and truly to be made we
bind ourselves our heirs executors and Administrators
jointly severally and firmly by these presents with our
own hands and seals this Eleventh day of June A.D.
1838 - The Condition of the above obligation is
such that whereas the said John Doe on the 24th
day of May A.D. 1838 in the Circuit Court in and for
the said County aforesaid recory a judgment against
the above bounden Louis T. Jamison for the sum of
One hundred dollars Damages together with Costs from which
said Judgment of the said Circuit Court the said Louis
T. Jamison has prayed for and obtained an appeal to
the Supreme Court of said State - Now if the
said Louis T. Jamison shall duly prosecute this said appeal with effect
and shall moreover pay the amount of the judgment Costs to-
wards and Damages incurred and to be incurred against them
in case the said Judgment shall be affirmed in the said
Supreme Court then the above obligation to be void otherwise
to remain in full force and Virtue - In Witness whereof
we have hereunto set our hands and seals this Eleventh
day of June A.D. 1838.

Signed sealed & delivered
in presence of
J. Wates

L. T. Jamison
B. Morris
Jas H. Collins

Cook Circuit Court

Louis S. Munson

1st May Term. A.D. 1838.

vs
John Doe ex dem.
John B. Beaubien

Be it remembered, that on the
trial of this cause the plaintiffs
called

Giles Spring as a witness, who was sworn & testified
that he is acquainted with the handwriting of
James M. Morse and that said Morse was
Acting Register of the Land Office at Chicago
in the North Eastern land District of Illinois
on the 7th of March 1838 ^{and still is} ^{and} that the signatures
to the certificates marked **A. & B** copies whereof are
hereto annexed, was the proper handwriting of
said Morse. The plaintiffs counsel then offered
to read the said certificates in evidence which
was objected to by the Dfts counsel & the objection
overruled, & said certificates were read in evidence
to which decision the Dfts counsel excepted.

The plaintiffs then proved the signature of James
Whitlock to the certificates a copy whereof is
hereto annexed. Marked **(C.)** And that said
Whitlock was acting Register of said Land Office
at the date thereof & offered to ~~be~~ read the same
in evidence, which was objected to by Dfts counsel
& the objection overruled by the Court, and
said certificates was read in evidence, to which
decision the said Defendants counsel excepted.

said witness further testifies that John & John
Cabbot Beaubien are one and the same person
The Plaintiff then proved by Jas. F. Bradley, that
Beaubien's residence to the town of Chicago is
located on the said South West fractional Quarter

of Section Ten in Township Northyone. Lots being
 to East of the Stone principal Meridian in the County
 of York. The pliff then gave in evidence a Map
 made the fifth day of October A.D. 1835 of said Sec-
 tion & said lots designated thereon Lots No one
 & two in Block No one being the premises sued for
 & being part of parcel of the said North west Section
 Quarter of Section Ten in the said Registers certificate
 mentioned, and testified that there is a brick house
 standing partly on said Lots one & two in Block one
 the yearly Rent of which is worth one hundred & fifty
 or two hundred Dollars -

On Cross examination the witness testified that said brick
 house is built inside of the Stockade called Fort
 Dearborn.

The Dfts counsel then asked the witness this Question
 How long has that Fort been there - The pliff counsel
 objected to the Question & the court sustained the
 objection & defendant excepted -

Question by Dfts counsel. You say there is a brick
 house standing on Lots one & two - what has that
 house been occupied for -

Question objected to by pliff Counsel & objection sus-
 tained by the Court - Dfts Counsel excepted to the
 decision of the Court.

Question by Dfts - How do you know that that
 house is on Lots one & two.

Answer - I walked survey it and ascertained
 the corners, & planted corner Stones, at the corners
 of Blocks designated on said Map in the fall
 of 1837. and also in March 1838 -

Louis C. Reichel, was sworn on the part of the pliff,
 and asked - who was in possession of the house on
 the lots in question on the 1st of July 1837.

Answer Louis J. Garrison

The plaintiff then called
 Mahlon J. Ogden as a witness, and asked him the Question
 who was in possession of the brick house on the
 premises in question on the 7th of August 1837
 Answer - "Capt Louis J. Garrison"

In Cross Examination - Jefs Counsel asked the witness the
 Question - "Is that house within the Fort of Fort
 Dearborn?" Answer - "It is"

Question - "What office did Capt Garrison hold at
 that time?" This question was objected to by Jefs
 counsel & the Question overruled by the Court
 to which decision the Jefs counsel excepted
 Question by Jefs counsel - "In what Capacity did
 the Jefs Capt Garrison occupy that house on
 the premises in question the 7th of August 1837?
 Objected to by Jefs Counsel & objection overruled
 by the Court. The witness answers - "He occup-
 ied it as commander of Fort Dearborn"

Question - "Under whom did the Defendant hold
 those premises the 7th of August 1837?" Answer
 "I cannot answer the question from my own know-
 ledge"

Question by Jefs Counsel - "How did he act & profess
 to hold those premises?" The Jefs counsel objected to the
 question & the court sustained said objection, to which
 decision the Jefs counsel excepted.

Here the Plaintiff rested -

For the purpose of showing that certain lands were
 excepted from the operation of the presumption laws
 the Defendants counsel then offered to read in
 evidence the Act of Congress, Approved June 19th 1834
 entitled "An Act to revise the Act entitled, An Act
 to grant pre-emption rights to settlers on the public"

* On the ground that Courts are bound to take judicial notice of the public acts of Congress.

12

lands approved May twenty nine one thousand eight hundred & thirty" and also to read in evidence the Act of Congress approved May 29 1830 intitled "An Act to grant preemption rights to settlers on the public lands" - The reading of which was objected to by pliffs counsel the objection sustained by the Court - To which decision the Dfs excepted.

The Defendants Counsel then offered to read in evidence, for the purpose of showing that the premises in question was a Military Post or fortification of the United States. An official Certificate or statement of Roger Jones, Adjutant General of the Army of the United States exemplified by Lewis Esq Secretary of War under the seal of his office a copy of which said document or certificate is herewith annexed Marked No 1 - The giving of which in evidence was objected to by plaintiffs Counsel and objection sustained by the Court - To which decision the Dfs Counsel excepted.

Defendant then read in evidence, the act of Congress entitled an act authorizing the sale of certain Military Sites approved March 3 1834 and again offered the said document Marked No 1 in evidence for the purpose of showing that Fort Dearborn was a Military Site - and not subject to be sold by preemption which was objected to by Plff Counsel and objection sustained by the Court and Defendant excepted.

John A. Quincy was sworn as a witness on the part of the Defendants and testified that he has known the said South west quarter of fractional section 1 in a town thirty nine north of Range fourteen east for thirty years past.

53

Question by Defendants Counsel.

Was the said S W fractional quarter of section May in question ever since you have known the same been a regular Military post of the United States, in which Fort Dearborn is situated and used for Military or public purposes for the use of the United States?—

The question was objected to by Plaintiffs Counsel and objection sustained by the Court and the question overruled — To which decision the Defendant excepted.

Question by Defendants Counsel.

Was the Premises in question been appropriated for the use of the United States for Military purposes as one of the regular Military posts of the United States ever since you have known the same —

The question was objected to by plaintiff counsel and the objection sustained by the Court to which decision the Defendants Counsel excepted.

Question by Defendant.

For what purpose have the premises in question been used since you have known the same and in whose possession have they been?

Which question was objected to by Plaintiffs Counsel and objection sustained by the Court to which decision the Defendant excepted.

Defendant then offered to prove that Capt Louis T. Harrison the Defendant in this suit was in possession of the premises in question prior to and at the time of the demise laid in the declaration in this cause and at the time of the service of the declaration therein — by and under the authority of the United States, as commanding officer

14
of Fort Plumbon, situate on the premises in question, as an officer in the United States Army ^{1st Regt. Regt. of Cavalry} and ^{the objection} which offer was objected to, and sustained by the Court to which decision the defendant excepted.

The Defendant then offered to prove by this witness the same facts which are contained in the said certificate of R. Jones, adjutant General of the United States Army dated August 24. 1836. Marked No. 1 (which has been offered in evidence and rejected) which offer was objected to by Plaintiff's Counsel and the objection sustained by the Court, to which decision the defendant excepted.

The Plaintiff then offered to prove by this witness that the Defendant Morrison was Acting Captain in the United States Army in possession & command of the premises in question, at the time laid in the demise and at the time of the service of the declaration in this cause under and by authority of the United States and never had any other possession than as such commanding officer acting under the authority of the United States, which offer was objected to by Plaintiff's Counsel and the objection sustained by the Court to which decision the Defendant's Counsel excepted.

The Defendant then offered to prove by this witness that the dwelling house upon the lots in question, is a part of Fort Plumbon and a part of the barracks and quarters included within the stockade of said fort which offer was objected to by Plaintiff's Counsel and the objection sustained by the Court.

Walcutts
letter

to which decision the Defendants Counsel excepted

The Defendant then offered in evidence a copy of a Letter from Alexander Wolcott Jr Indian Agent, to John C. Calhoun Secretary at War, dated Fort Dearborn Chicago July 3rd 1832 duly certified by J. Whitcomb Commissioner of the General Land Office, under the seal of his said office, and also a copy of a Letter from the said John C. Calhoun to George Graham Edger Commissioner of the General Land Office, dated 30th Sept 1834 Subjoined with the endorsements and Memorandums made thereon Certified by the said Commissioner of the General Land Office under the seal of his said office as copies of which said letters and Memorandums & certificates are herewith annexed Marked No 7 to the admission of which in evidence the Plaintiff objected, and the objection sustained by the Court, to which decision the Defendant excepted

7.

Grahamson
letter

The Defendant then offered in evidence a copy of a letter from George Graham Edger Commissioner of said General Land Office to the Hon. John Calhoun Secretary of War Dated 1st October 1834 duly certified by the Commissioner of the General Land Office under the seal of his said office, a copy of which said letter & Certificate is herewith annexed Marked No 8.

To the admission of which in evidence the said plaintiff objected & the Court sustained said objection to which said decision of the the said Court the Defts Counsel excepted.

The Defendants Counsel then offered in

produce a Map or plat of the Survey of National
 Township Number Thirty-nine North of the Base
 Line Range No. 14 East of the Third principal Meri-
 dian (which includes the premises in question)
 with the certificate on said Map or plat under
 the latter being the Certificate of James Whitcomb
 Commissioner of the General Land Office under
 the seal of his said office a copy of which
 said Map or plat with the certificate thereon
 endorsed is hereto annexed Marked "Map."

Map.

To the admission of which evidence the plaintiff
 Counsel objected & the Court sustained said ob-
 -jection & the defendant excepted to said decision.

The Defendants Counsel then offered in
 evidence a copy of a letter from Th. P. Wood General
 Agent to the Secretary of War Dated June 11th 1831
 duly certified by the Commissioner of the Genl
 Land Office under the seal of his said office
 a copy of which said letter & certificate of said
 Commissioner is hereto annexed Marked No. 9.

General
letter

To the admission of which evidence the plff
 counsel objected & said objection was sustained
 by the Court & the Dfts. Counsel excepted to said
 decision.

The Defendants Counsel then offered in evi-
 -dence a copy of a letter from Th. B. Tracy to the
 Commissioner of the General Land Office dated
 July 20th 1831. duly certified by the Commissioner of
 the General Land Office under the seal of his
 said office a copy whereof & of said Certificate
 is hereto annexed Marked No. 10.

Daneys
letter

To the admission of which said evidence
 the Counsel for the Plaintiff objected & the
 Court sustained said objection, and the Dfts. Counsel

5-17

excepted to said decision.

Hitchcock's
letter

11

The Defendants counsel then offered in evidence a certified copy of a Letter from Joseph Hitchcock Register of the Land office at Palestine, to the Commissioner of the General Land office dated 7th May 1831 duly certified by the said Commissioner of the General Land office under the seal of his said office a copy whereof is hereto annexed Marked No 11. to the admission of which in evidence the plff Counsel objected, the Court sustained said objection & the plff Counsel excepted to said decision.

Hitchcock's
letter

12

The Defendants Counsel also offered in evidence a copy of a Letter from said Joseph Hitchcock Register of said Land office at Palestine aforesaid dated August 10th 1831 to the Commissioner of the General Land Office enclosing a copy of the evidence of said John B. Scudder & his application for a preemption to the premises in question and filed in the Land office at Palestine duly certified by said Commissioner under the seal of his said office a copy whereof is hereto annexed Marked No 12 - to the admission of which in evidence the said plff Counsel objected & said objection was sustained by the Court, to which said decision the Defendants Counsel excepted.

Haywoods
letter
to
the
Palatines
Office

13-14

The Defendants then offered in evidence a certified copy of a Letter from Elijah Haywood Commissioner of the General Land Office to the Register & Receiver at Danville Illinois dated 30 February 1832 and also a certified copy of a Letter from said Haywood of the same date addressed to Joseph Hitchcock Register at Palestine Illinois both of which are duly certified by the Commissioner of the General Land office under the seal of his said office copies whereof are hereto annexed Marked No 13 & 14. To the admission of which said evidence the Counsel for the Plaintiff objected & the Court sustained said objections, to which decision the Counsel for the Defts excepted.

The Defendants Counsel then offered in evidence an exemplified copy of a Letter from John B. Scudder

Branham
Wm.

to the Commissioner of the General Land Office dated
1831 certified by the Commissioner of the General Land
Office, under the seal of his said Office, a copy whereof
is herewith annexed Marked No. 15.

To the admission of which said evidence the
Plffs Counsel objected & the court sustained said objec-
tion & the Defendants counsel, excepted to said decision.

The Defendants counsel then offered in evidence
a certified copy of a letter from Elijah Hayward Commissioner
of the General Land Office dated 3rd February 1833 -
addressed to said John B. Branham and also a certified
copy of another letter from said Hayward dated
14th March 1833. addressed to Amos E. S. Shaw both of which
said letters were duly certified by the Commissioner
of the General Land Office, under the seal of his
said Office & copies thereof are herewith annexed. Mar-
ked Nos. 16 & 17. To which said evidence the Plff.
Counsel objected, & the court sustained said objection
to which decision the Defendants counsel excepted.

Hayward
to
Branham

16-17-

The Defendants Counsel then offered in evidence
a certified copy of a letter from S. P. C. P. dated War
Department March 31. 1834. addressed to Elijah Hayward
Commissioner of the General Land Office, and also
a certified copy of a letter from said Hayward
dated the 30th March 1834. addressed to Edward Cole both
of which said letters were duly certified by the
Commissioner of the General Land Office under the seal
of said Office copies whereof are herewith annexed
marked Nos. 18 & 19. To the admission
of which said evidence the Plff. Counsel objected
& the court sustained said objection, and the Defen-
dants counsel excepted to said decision.

Capt to
Hayward
to
Coles

18-19

The Defendants Counsel then called Edmund
D. Taylor as a witness, and offered to prove by him
& by other evidence, that the presumption under
which the Sepor of the Plaintiff claimed to have enter-
ed and purchased the premises in question was

offer to
prove
fact

19

who allowed the same, said land office

Admitted by said report to find ^{land} collusion between him and the said officers & said report knowing at the time that said premises were a Military Reservation & Fortification of the United States, and in the actual occupation & possession of the Regular Army of the United States, and not subject to prescription to which said evidence the said Plaintiff counsel objected, the Court sustained said objection and the said Dept. accepted to said decision -

The Defendant then offered to prove by said evidence that the Commissioner of the General Land office, under the direction of the Secretary of the Treasury immediately on being informed by the Register & Receiver of the Land office at Chicago of the entry & purchase of the premises in question by the report of the Plaintiff ^{in violation of law} a legal prescription directed said Register & Receiver to return to the report of the Plaintiff the purchase money for said premises & cancel the entry & certificates of said prescription on the ground that said premises in question were reserved and occupied for Military purposes and not subject to prescription, and that said report at the time of the allowance of said prescription was and still is Receiver of said land office at Chicago. To which said evidence so offered as aforesaid the said Plaintiff counsel objected & the Court sustained said objection - To which decision of the Court the Dept. counsel excepted.

offer to prove that report did not acquire in the sale

Letter from Comr of Genl Land office directing a restoration of purchase money
2053-107

The Defendants Counsel then offered to give evidence (with the view to show that the Treasury Department had refused to inquire or recognize the entry & purchase of the premises in question by the report of the Plaintiff a certified copy of a letter from Elijah Haywood Commissioner of the General Land office dated 31st July 1855 addressed to Register & Receiver Chicago Illinois Certified by the Commissioner of the General Land office under the seal of his said office

a copy thereof is herewith annexed. ... to which evidence the counsel for the Plaintiff objected & the court sustained said objection & the counsel for the Defendants thereupon excepted to said decision.

all the testimony offered

The Defendants counsel for the purpose of showing that the premises in question had been reserved or appropriated for the use of the United States were not subject to presumption, again offering evidence, all of the preceding evidence which had been before offered & rejected as aforesaid - which offer was objected to by Plaintiff counsel & said objection was sustained by the court, whereupon the Defts counsel thereupon excepted to said decision.

inputs into ...

The Defendants Counsel then again called to the witness John A. King, & asked him this question - 'State whether the premises in question for the last 30 years have been a military site of the United States & if so the objection was overruled by the court to which decision of the court the Defendant excepted.

2853

The Defendant thereupon asked the court to admit all the evidence given & offered by either party at the trial of this cause.

Register claims

The Plaintiff's objection brings the court to inspect the map as follows to wit - that the certificate of the Register of the Land Office is competent evidence to show the facts & circumstances of any land belonging to the United States & a description of same & an affidavit taken from the Local officers of the United States for all of the land of which the premises in question are a part, and that Louis A. Sumner was in the possession of the premises described in the