

West Urbana April 27, 1859

Lincoln Acts as an Attorney for West Urbana.

In the olden days before the establishment of the University of Illinois, the main line of travel between the business sections of Urbana and West Urbana (now Champaign), led westward from the Court House Square along the diagonal street we know today as West Main street, Urbana-- along this way to a point adjacent to present day Illinois Field, thence diagonally north-easterly across that field to intersect and then follow westward along the present day line of East University Avenue, Champaign. At the intersection with what is now First street, travel followed along the latter, one block north to the intersection of present day E. Main street, Champaign-- and westward along that street to its terminal end at the Deane House and the Illinois Central tracks. The entire route as described above, being the main thoroughfare between the two villages was thus called the main street or MAIN Street.

Sometime during the time Lincoln was in Urbana transacting legal business-- probably around the 27th of April, 1859, Abraham Lincoln either hired a rig- or borrowed one- and made his way along this Main street to West Urbana-- on a strictly business trip to confer with his client, the City of West Urbana. This becomes apparent from the following terse item entry on page 96 of the first Minute Records of Champaign (then West Urbana).:

"An order was drawn to J.W. Langley (1) for \$25 fee to be paid to A. Lincoln for assisting in a suit made by Champaign County against this town."
(The above notation appears in the Minutes of May 3, 1859.)

Many years ago, Mr. Ed Filson, long-time resident of Champaign, as an abstractor of deeds and abstracts, developed an historical interest in the early annals of his home town. He wrote a letter to the local Courier, the contents of which would tend to throw some light upon the subject of Lincoln serving as attorney for the city of West Urbana. It reads:

"University Avenue was opened a few years after the laying of the Illinois Central Railroad addition- cutting across Chester Street (formerly First South Street). Logan street was originally Second South Street, and Marshall street was Third South Street. The old city record of proceedings of the Champaign City Council in the middle or late 1850's shows allowance of a fee to A. Lincoln for attorney fee in assisting in the opening of University Avenue- (from Neil to First street)- believe it was called main street then- as shown by some plats- although the I.C.R.R. plat shows Main street as now located."

This then, was the reason for Lincoln's visit to West Urbana in April of 1859-- to assist in legal work in the opening up of the then Main street road- now known as University Avenue.

4
SPR. 1859.

April.

1411

Col Kampaign

v

Lower of

West

Urban

The County of Champaign,

vs.

The President and Trustees
of the Town of
West-Urbana

Assumpsit, for Money
here and received.

In this case, it is agreed
by the parties that the Town of West-Urbana, is
within the County of Champaign; that said
Town was duly incorporated, on the _____ day
of _____ 1856, under the general laws existing
at that time; that afterwards said Town
duly adopted an Ordinance for licensing
groceries, and for licenses granted under
said Ordinance, received the sum of \$825-
that afterwards, and before the commencement
of this suit, the said County demanded said
sum of money, and the said Town refused to
pay the same.

Harris & Moss
attys for the County.

James W. Langley
attly for Town

In the Circuit Court of
Champaign County

Term 1858

State of Illinois)
Champaign County) ss.

Robert Dean plaintiff, complains of
Bernard Kelly, defendant, being in custody & of a
plea of trespass on the case—

For that, whereas the said plaintiff, here-
tofore told, on the twentyseventh day of April in the
year of our Lord one thousand eight hundred and
fiftyseven, at the county aforesaid conveyed to said
defendant certain lands situated in the county aforesaid
said, and then and there, in part consideration
thereof, accepted and received, of and from said
defendant, at the price and valuation of eleven thousand
dollars, a conveyance of the following described lands
situated in the county of Cass Iowa in the State of Iowa
to-wit: The West half of Section Thirtyone

The South half of the South East quarter of Section Nine

The South West quarter of the South West quarter of Section

Ten, all in Township Ninetyfive North of
Range Twenty West—

Also the North East quarter, and the East half of
the South West quarter of Section Six

The East half of Section Twentyfour—

The North East quarter of Section Twentyfive—

The South East, ^{and North West} quarter of Section Twentyseven—

The East half of the North East quarter of Section Twentyeight

The South half of Section Thirtytwo.

The North West quarter of Section Thirtyfive— all in
Township Ninetyfive North of Range Twentyone West

Also the East half of the South West quarter of Section
Thirtyone in Township Ninety six North, of Range

Twenty West

And the said plaintiff avers that the said defendants, ~~then~~^{and then}, and then, well knowing that said plaintiff had never seen said lands in Iowa, and was wholly ignorant of the quality and value thereof, and was wholly relying upon the representations of said defendant as to said quality and value, by then and then falsely and fraudulently representing said land in Iowa, to be of much better quality than they really were, and of value equal to eleven thousand dollars or more, falsely, fraudulently, and deceitfully procured said plaintiff to accept and receive the said conveyance of said lands ^{in Iowa}, at the price and valuation of eleven thousand dollars as aforesaid; whereas in fact said lands were not ^{then and then} of the quality represented by said defendant as aforesaid, but was greatly inferior, and were not then and then, of the value of eleven thousand ^{dollars}, but ~~was~~ were then and then less in value by a large sum toward the sum of ten thousand dollars.

And ^{so} the said plaintiff in fact says that the said defendant, at the time and place aforesaid, falsely and fraudulently deceived him, the said plaintiff-

And whereas also afterwards, to-wit on the day and year aforesaid, at the county of Champaign aforesaid, the said plaintiff conveyed to said defendants, certain other lands situated in the county of Champaign aforesaid, and then and then, in part consideration thereof, accepted and received of and from the said defendant, at a large price and valuation ^{to-wit}, at the price and valuation of eleven thousand dollars a conveyance of certain other land situated in the county of Leno County, in the State of Iowa, of the same description of the lands described in the first count of this declaration - And the said

plaintiff avers that the said defendant, then and then well knowing that said plaintiff had never seen said lands in Iowa, and was wholly ignorant of the quality and value thereof, and was wholly relying upon the representations of said defendant, as to said quality and value thereof, by then and then falsely and fraudulently representing that said lands in Iowa were of the first quality of prairie lands, and entirely dry except one pond on one piece of it that said lands had ample stock ^{upon them;} water, that there was plenty of Stow coal in the county in which said lands were situated: that said lands were of good soil, and were worth five dollars per acre. falsely, fraudulently, and deceitfully procures said plaintiff to accept and receive the said conveyance aforesaid, of the lands aforesaid, at the large price and valuation aforesaid, whereas, in fact, said lands in Iowa, were not then and then of the first quality of prairie lands, nor entirely dry except one pond on one piece of it, nor had they ample stock-water upon them; nor was there plenty of Stow coal in the county in which said lands were situated, nor were said lands then worth five dollars per acre, but on the contrary thereof were then and then of greatly inferior quality, and less value, some less in value, to the amount of ten thousand dollars. And so the said plaintiff in fact says that the said defendant, at the time and place aforesaid, falsely and fraudulently deceived him, the said plaintiff.

By means whereof the plaintiff hath been injured, and has sustained damage in the sum of twelve thousand dollars, and therefore he brings his suit &c.

Whitney, Davis,
Sweet & Lincoln, p. 9.