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Louisa Biddle

Complainant

vs.

No. 18345.

Wm. S. Biddle et al.

Defendant.

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To the Honorable, The Circuit Court

For the County of Wayne, In Chancery.

Louis Chevrolet respectfully asks that he may be permitted to Intervene in the above entitled cause and shows unto the Court:

First: That he is a resident of the City of Detroit in said County and has here resided for many years.

Second: That by certain misrepresentations on the part of certain officers of the Samuel A. Merchant Company, he was induced and persuaded to advance and provide the sum of \$1,000. which together with a further sum of \$14,000. was used to make a first payment by the Samuel A. Merchant Company to the Detroit Trust Company, Trustee in the above entitled cause, on to wit: 226 Acres of land described in an agreement of purchase, dated April 27th-1916.

Third: Your petitioner further shows unto the Court that on ~~April~~ April 18th-1916 at the solicitation of Cecil G. McCollom your petitioner visited the offices of said Company, and was then and there requested to advance the said sum of \$1000.

Fourth: At the date last aforesaid it was represented to your petitioner that said company has secured actual bona fide subscribers to a fund which would be more than ample to meet the required payments in said agreement mentioned.

Fifth: A certificate for 10 shares of stock was given by said Cecil G. McCollom as a part of the same transaction, and was understood by your petitioner to be in the nature of a security only, and was and is regarded by him in that light only.

Sixth: Your petitioner respectfully shows that the advances made by him and the stock certificates received by him were all one transaction.

Seventh: Your petitioner was and is at all times ready to tender back the said stock to said McCollom, and the regards the same as worthless.

Eighth: That in making such advances and accepting such security your petitioner relied solely upon representations and statements at that time made by the Officers of the said Samuel A. Merchant Company.

Ninth: That sometime after the said date, April 18th-1916, your petitioner learned that the representations made at the time of the payment made by him on April 18th, as to the absolute subscriptions, were misleading and not based in fact, and that said subscriptions, were in fact only tentative or contingent subscriptions and all of them expressly conditioned on the sum of \$100,000. or more being subscribed.