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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.

Eleventh: Your petitioner therefore shows that the sum of \$15,000. which he was induced to advance, has passed into the hands of the Detroit Trust Company, Trustee in this cause, and that the said Trustee has asserted that it should be permitted to retain the said \$15,000. by virtue of a Clause in the contract between the Samuel A. Merchant Company and The Detroit Trust Company, by way of Liquidated Damages.

Twelfth: Your petitioner submits that such retention would be inequitable. That said Trustee has suffered no damages because the property in question is now more valuable than on April 27th-1916.

That there is no basis legal or equitable for the retention of any part of such money by the Trustee.

Thirteenth: Your petitioner further avers that in equity and good conscience the said Trustee should be directed to repay to your petitioner out of such first payment of \$15,000. the sum of \$1000. together with interest thereon, and also such sum as will compensate your petitioner for any further or additional loss or damage sustained by them in the premises.

Fourteenth: Wherefore your petitioner prays that this court forthwith direct and order said Detroit Trust Company, Trustee, to repay your petitioner the said sum of \$1000. together with interest thereon, and in addition a sum sufficient to compensate your petitioner for the loss and damage by him sustained in the premises, and for such other remedy or remedies as to this honorable court shall seem meet.

Louis Chevrolet

State of Michigan)
County of Wayne) S. S.

On this Eighth day of August A.D. 1916, before me, A Notary Public in and for said County, personally appeared Louis Chevrolet, and made oath that he has read the foregoing petition by him subscribed and knows the contents thereof, and that the same is true of his own knowledge, except as to matters therein stated to be on information and belief, and as to those matters he believes it to be true.

Casper B. Hughes
Notary Public, Wayne County, Michigan.

My Commission Expires March 9th 1917