

12148

No. _____

Supreme Court of Illinois

Ross

vs.

Utter

71641  7

Be it remembered, that heretofore, to wit, on the ~~sixteenth~~ day of September in the year of our Lord one thousand eight hundred and fifty three there was filed in the office of the clerk of the Circuit Court of Peoria County in the State of Illinois a transcript of the Record and proceedings in the Circuit Court of Fulton County in said State, duly certified by the Clerk of said Circuit Court, which with the Bill - copy of Mortgage - Summons - Demurrer - Answer - Replication - affidavit to file answer by way of amendment - Answer marked filed May 24th 1853 in Fulton Circuit Court - Masters Report - Depositions of M. B. Patterson - and Depositions of John M. Lewis & Hamilton B. Patterson, referred to in certificate to Transcript and accompanying said Transcript, are in the words and figures following, to wit,

Fulton county }
Transcript - } Pleas at the Court House in Lewistown
before the Hon. Wm Kellogg, Judge of the tenth Ju-
dicial Circuit in the State of Illinois,

At a circuit court begun and
held at the Court House in Lewistown, in the County
of Fulton and State of Illinois on the third day of
November A. D. 1851.

Present the Hon. Wm Kellogg, Judge,
The following among other proceedings were had,
David P. Utter

vs Bill in Chancery.
Lewis W. Ross.

Ordered by the Court that this
cause be continued.

At Pleas at the Court House in Lewistown
at the Term of March A. D. 1852.

Present Hon. William Kellogg, Judge,
The following among other proceedings were had,
David P. Utter

vs Bill in Chancery.
Lewis W. Ross

On this day this cause coming on for a

Hearing, and the Court after argument of counsel had thereon ordered that the demurrer herein be over ruled and leave given plaintiff to amend bill within twenty days: and also leave is given Deft. to answer within twenty days thereafter, continued to the next term of court.

Pleas at the Court House in Lewistown before the Hon. William Kellogg, Judge of the tenth Judicial Circuit in the State of Illinois, After circuit court begun and held at the Court House in Lewistown, in and for the County of Fulton and State of Illinois on the second day of August in the year of our Lord one thousand eight hundred and fifty two. Present the Hon. William Kellogg, Judge. The following among other proceedings were had at said term, David P. Utter vs Bill in Chancery.

Lewis W. Ross.

Continued until the next term in course.

Pleas at the Court House in Lewistown before the Hon. H. Mc. Mead Judge of the tenth Judicial Circuit in the State of Illinois; Hon. Ira O. Wilkinson presiding, At a special term of the Circuit Court begun and held at the Court House in Lewistown, in and for the County of Fulton and State of Illinois, on Tuesday the eleventh day of January A. D. 1853. Present H. Mc. Mead, Judge.

Hon. Ira O. Wilkinson, Judge of 6th Judicial Circuit presiding, The following among other proceeding were had at said term. David P. Utter,

Lewis W. Ross.

Bill for foreclosure.

Continued by order of court till the next term of this court.

Plas at the Court House in Lewistown before the
Hon. H. Mc. Mead, Judge of the tenth Judicial Circuit in the State of
Illinois - At a term of the circuit court begun and held at the
court house in Lewistown, in and for the county of Fulton and state
of Illinois, on Monday the twenty first day of March A. D. 1853.
Present Hon. H. Mc. Mead, Judge. The following among
other proceedings were had at said term.

David P. Utter,

vs

Lewis W. Ross.

Bill of foreclosure.

This cause was continued by agreement of parties, till the next term of this court.

Plas at the Court House in Lewistown before the
Honorable Ira C. Wilkinson, Judge of the sixth Judicial circuit, presiding
in the place of the Honorable H. Mc. Mead, Judge of the tenth Judicial Circuit
in the State of Illinois - At a term of the circuit court begun and
held at the Court House in Lewistown, County of Fulton & State of Illinois, on
Monday, the sixteenth day of May A. D. 1853. Present the Hon. Ira C.
Wilkinson, Judge of the sixth Judicial Circuit. The following among other
proceedings were had at said term.

David P. Utter,

vs

Lewis W. Ross.

Bill of foreclosure.

This day (May 24th) came the defendant in person
and moved the court to file his amended answer, which motion is over-
ruled by the court. Then came the complainant herein by his attorney
and moved the court that this cause be referred to the Master in Chan-
cery to take testimony. This day May (25th) came the defendant
in person and moved the court to suppress the testimony of Hamilton B.
Patterson in this case on ground of interest, which motion is sustained
by the court and the testimony suppressed. Then came the complain-
ant by his attorney and moved the court to continue this cause, (on affidavit
filed herein) which motion is sustained & cause continued until the next
term of this court, at the cost of complainant.

Read at the Court house in Lewistown before the Hon. H. Mc.
Mead, Judge of the tenth Judicial Circuit in the State of Illinois.

At a term of the Circuit Court begun and held at the
Court House in Lewistown, in and for the county of Fulton and State of
Illinois, on Monday the fifth day of September A. D. 1853. The follow-
ing among other proceedings were had at said term.

David P. Utter,

vs

Lewis W. Ross.

Bill to foreclose mortgage

Order changing venue filed September 13th 1853.

State of Illinois, County of Fulton, ss.
David P. Utter, Circuit Court.

vs

Lewis W. Ross.

In Chancery.

September Term A. D. 1853.

This cause coming on this day and the court
having been interested as counsel herein, It is ordered that a
change of venue be awarded to the County of Peoria in this State,
and that the clerk of this court transmit the Record and
papers herein as directed by the statute of this State.

H. Mc. Mead.

State of Illinois,
Fulton County, ss. I, Edward Sayre, clerk of the Circuit
Court, within and for the county aforesaid, do hereby certify,
that the foregoing is a true copy of all the orders in the above
entitled cause, as the same appears of Record in my office,
and that the papers marked, D. a. B. C. D. E. F. G. H.
I. K. L. & M. and transmitted herewith are all the
original papers filed in the progress of this cause. In Testimony
whereof, I have hereunto subscribed my name
and affixed the seal of said Court at Lewis
town this 14th day of September A. D. 1853.
Edw Sayre, clk.

E S

Bill -
marked A.

" State of Illinois, County of Fulton.
David P. Utter, complainant,
vs
Lewis W. Ross. defendant. Circuit Court
November Term 1851.

To the Honorable William Kellogg, Judge
of the Tenth Judicial Circuit, in and for the State of Illi-
nois, In Chancery, sitting,

Your Orator David P. Utter of the county of
Adams in said state, unto your Honor, respectfully
sheweth, that heretofore to wit: on the 12th day of
September A. D. 1848, at and within the county of
Fulton in the State of Illinois, Hamilton B. Patterson
and Joel B. Patterson, both of the county last aforesaid,
executed and delivered to one James R. Sharp, of the
same county a promissory note in writing, of which the
following is a true copy, to wit:

" \$128. On the first day of March 1851, we
" jointly and severally promise to pay James R. Sharp or
" order one hundred and twenty eight dollars which may
" be discharged in good merchantable wheat, corn, oats,
" flour or pork at cash price delivered at Port Peabel
" in good order for value received of him, Sept. 2nd 1848.
" Hamilton B. ^{his} Patterson,
" Joel B. ^{mark} Patterson."

And afterwards to wit: on the 10th day of March A. D.
1850, the said James R. Sharp assigned said note in
writing on the back thereof to your Orator, whereby
the same became due and payable to your Orator,
and on the same day the collection of said note
was guaranteed in writing for value received by one
Joseph L. Sharp to your Orator.

And your Orator further sheweth unto your Honor, that
on the same day of the execution of said promissory note,
to wit: on the 12th day of September A. D. 1848, the said

Hamilton B. Patterson and his wife and Joel B. Patterson and his wife executed, acknowledged and delivered a certain deed of mortgage, to the said James R. Sharp, for the purpose of securing the payment of the note herein before recited together with other promissory notes of similar import, amounting in all to the sum of one thousand and fifty three dollars and payable according to the tenor and effect of said promissory notes the last of which was to become due on the first day of March A. D. 1857. which deed of mortgage is in the words and figures following to wit:

" This Indenture made and entered into this 12th
" day of September A. D. 1848, between Hamilton B. and Joel B.
" Patterson, Laura and Lela their wives of the county of
" Fulton and State of Illinois of the first part and James
" R. Sharp of the county and state aforesaid of the second
" part witnesseth, that the said parties of the first part
" for and in consideration of the sum of one thousand
" and fifty three dollars in hand paid by the said par-
" ties 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,
" a certain tract of land, situated, lying and being in
" the county of Fulton and State of Illinois, known and
" designated as follows, to wit: the North East quarter
" of Section Thirteen in Township Five North and Range
" one East of the fourth principal meridian, containing
" one hundred and sixty acres more or less.
" To have and to hold the aforesaid tract or parcel of
" land together with all and singular the privileges and
" appurtenances thereto belonging or in any wise apper-
" taining, to the only proper use and benefit of him
" the said party of the second part, his heirs and assigns forever.

And the said parties of the first part for themselves, their
heirs, executors & administrators, do covenant to and with the said
party of the second part, that they are lawfully seized and have
full right to convey and will forever warrant and defend the
said tract of land from the claim of them the said parties of
the first part, their heirs and assigns and against the claim
or claims of any person whomsoever, The condition of the
above obligation is such, that if the said Hamilton B,
and Joel B. Patersons, their heirs, executors, administra-
tors and or assigns, shall well and truly pay or cause to be
paid to the said party of the second part his, or heirs,
executors, administrators or assigns, the just and full sum of
one thousand and fifty three dollars for which the parties
of the first part have this day executed their promissory
notes payable on or before the first day of March A.D. 1857, as
specified in the face of said notes, then this deed of mortgage
together with this conveyance said notes bearing even date
herewith and given by the said parties of the first part to the
said James R. Sharp, as collateral security for the
same sum of money as above specified to be void and of
no effect but otherwise to remain in full force and
virtue, and the said party of the second part is by these
presents garranteed peaceable possession of said mort-
gaged premises in the same manner as if the same had
not been conveyed. In Testimony whereof, the said
parties of the first part have herunto subscribed their
names and affixed their seals the day, month and
year above written.

Signed in presence	Hamilton B	this mark	Patterson	Seal
	John M. Lewis,	her X	Patterson	Seal
	I. L. Sharp.	mark	Patterson	Seal
	Joel B.	his mark	Patterson	Seal
	Lela M	her X	Patterson	Seal

State of Illinois, ss.
Fulton County, ss. Before the undersigned Justice of
the Peace in and for the county & state aforesaid, came

"Hamilton B. Patterson & Laura Patterson his wife &
"Joel B. Patterson & Lela Mc. Patterson, his wife who are
"personally known to me to be the identical person whose
"names appear to the within mortgage and acknowledged
"that they had signed the same for the uses and pur-
"poses therein expressed & Laura Patterson and Lela
"Patterson, wives of the said Hamilton B. & Joel B.
"Patterson having been by me made acquainted
"with the contents of said mortgage separate and apart
"from their said husbands & acknowledged that they did
"relinquish their right of dower in and to the premises
"therein conveyed freely and voluntarily & without com-
"pulsion of their said husbands. Given under my hand
"and seal this 12th day of September A. D. 1848.
"

John Mc. Lewis J. P. *Seal*

And your Orator further sheweth unto your Honor
that the mortgage and certificate of acknowledgment
thereto was duly recorded in the Recorder's Office in
and for the County of Fulton aforesaid on the 27th
day of February A. D. 1849.

Your Orator further sheweth unto your Honor
that at the time of the execution of said mortgage on
the 12th day of September A. D. 1848, the said James
R. Sharp & wife being seized, fee in fee thereof, con-
veyed in fee simple, the said tract of land, to wit,
the North East quarter of section Thirteen in Township
Five North of Range One East of the fourth principal
meridian to the said Hamilton B. Patterson and Joel B.
Patterson and that the notes aforesaid were given for the
purchase money thereof, that afterwards, to wit: on the
15th day of September A. D. 1849, the said Joel B. Patter-
son & wife conveyed in fee the same land to the said Hamil-
ton B. Patterson, that afterwards, to wit: on the 15th day of
March A. D. 1851, the said Hamilton B. Patterson conveyed
the same land in fee to one Lewis W. Ross.

Your Orator further sheweth unto your Honor that at a term of this court holden on the third Monday of September A. D. 1850, on the common law side thereof, one Symon Moon recovered a judgment on one of the promissory notes secured by the mortgage aforesaid for the sum of \$133.³⁹ and costs, against said Hamilton B. & Joel B. Pattersons and fieri facias issued thereon on the 25th day of September A. D. 1850 by virtue of which the tract of land herein before described was levied upon for the satisfaction of said judgment and on the 6th day of January A. D. 1851, said tract of land was duly and legally sold by the Sheriff of this county to said Symon Moon for the sum of \$146.⁶⁷ in full satisfaction of said judgment and costs thereon, and after said sale and before the filing of this bill, the said Symon Moon duly assigned the certificate of purchase received by him as the evidence of such sale from the Sheriff to the said Lewis W. Ross.

Your Orator further sheweth unto your Honor that at the time of the execution of the mortgage herein before set forth the said Hamilton B. & Joel B. Patterson were in the possession and enjoyment of the tract of land before described, that said Joel B. surrendered the possession thereof entirely to said Hamilton B. and said Hamilton B. surrendered the possession thereof to the said Lewis W. Ross, who now holds the possession of the same by himself or his tenant.

Your Orator further sheweth unto your Honor that all of the notes given for said land and secured by mortgage as aforesaid have been paid and satisfied, except the note herein before set forth and owned by your Orator, that the title and possession of said land is in the said Lewis W. Ross and that no other person except your Orator known to your Orator has any interest therein.

Your Orator further sheweth unto your Honor neither the said Hamilton B. Patterson, Joel B. Patterson, nor the said Lewis W. Ross nor any other person hath paid the amount due your Orator on the promissory note hereinbefore described, nor any part thereof, according to the manner specified in the face of said note, although the same has long been due and payable, but hath neglected and refused to pay the same to your Orator.

Wherefore inasmuch as your Orator is remediless by the strict rules of the Common Law and can only have adequate relief in a court of equity where matters of this sort are properly cognizable, Your Orator prays that the said Lewis W. Ross may be made a party defendant to this bill of complaint, that proper process may issue against him returnable to the November Term A. D. 1851, of this Court, that the said Lewis W. Ross may be compelled to make under oath full, true and perfect answer unto each and every of the allegations hereinbefore made as fully as if the same were herein again set forth and he interrogated thereto, that upon a hearing of this cause an account may be taken of the amount due your orator on said promissory note and the said Lewis W. Ross required to pay the same to your Orator within a reasonable time to be limited by your Honor and in default of such payment that the tract of land described as aforesaid may be sold for the satisfaction of the same, and that your Orator may have such other and further relief as to your Honor may seem equitable.

David P. Utter, complainant.

by Mead & Goudy his solicitors.

Copy of Mortgage
marked A.

" This Indenture made and entered into this 12th day of Sep-
" tember A. D. 1858 between Hamilton B. and Joel B. Patterson,
" Laura and Ida their wives of the county of Fulton and State
" of Illinois of the first part and James R. Sharp of the county
" & State aforesaid of the second part, witnesseth, that the said
" parties of the first part, for and in consideration of the sum of
" one thousand and fifty three dollars in hand paid by the
" said parties 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, a certain
" tract of land situated, lying and being in the county of
" Fulton and State of Illinois, known and designated
" as follows, to wit, the North East quarter of section
" Thirteen in Township Five North and Range One East
" of the fourth principal meridian, containing one hundred
" and sixty acres more or less. To have and to hold the
" aforesaid tract or parcel of land together with all and
" singular the privileges and appurtenances thereto belonging
" or in any wise appertaining, to the only proper use and
" benefit of him the said party of the second part, his
" heirs and assigns forever. And the said parties of the
" first part for themselves, their heirs, executors & administra-
" tors, do covenant to and with the said party of the second part,
" that they are lawfully seized and have full right to convey and
" will forever warrant and defend the said tract of land from
" the claim of them the said parties of the first part, their
" heirs and assigns and against the claim or claims of any
" person whomsoever. The condition of the foregoing convey-
" ance is such that if the said Hamilton B. and Joel B.
" Pattersons their heirs, executors and administrators or assigns,
" shall well and truly pay or cause to be paid to the said party
" of the second part, his heirs, executors, administrators or
" assigns the just and full sum of one thousand and fifty
" three dollars for which the parties of the first part have this day

"executed their promissory notes payable on or before the
"first day of March A. D. 1857 as specified in the face
"of said notes then this deed of mortgage together with
"said notes bearing even date herewith and given by the
"parties of the first part to the said James R. Sharp as
"collateral security for the same sum of money as above
"specified to be void and of no effect but otherwise to
"remain in full force and virtue, and the said party
"of the second part is by these presents warranted, peace-
"able possession of said mortgaged premises in the same
"manner as if the same had not been conveyed.

"In testimony whereof, the said party parties of the first
"part have hereunto subscribed their names and
"affixed their seals the day, month and year above
"written.

"Signed in presence
"John Mc. Lewis,
"J. L. Sharp.



Hamilton B. ^{his} Patterson ^{Seal}
Laura ^{her} Patterson ^{Seal}
Joel B. ^{his} Patterson ^{Seal}
Sela Mc. ^{her} Patterson ^{Seal}

"State of Illinois,
"Fulton County, Before the undersigned Justice of the
"Peace in & for the county & state aforesaid, came Hamil-
"ton B. Patterson & Laura Patterson his wife & Joel B.
"Patterson & Sela Mc. Patterson his wife who are person-
"ally known to me to be the identical person whose names
"appear to the within mortgage and acknowledged that they
"had signed the same for the uses and purposes therein
"expressed & Laura Patterson and Sela Patterson wives of
"the said Hamilton B. & Joel B. Patterson having been by
"me made acquainted with the contents of said mort-
"gage separate and apart from their said husbands &
"acknowledged that they did relinquish their right of dower
"in and to the premises therein conveyed, freely and voluntari-
"ly without compulsion of their said husbands, Given under

"my hand and seal this 12th day of September
A.D. 1848. John M. Lewis S.P. Seal

" (Recorded Feby 27 1848.) "

State of Illinois, f 3
Fulton County, f 3 I. William M^cComb, clerk
of the Circuit Court and ex-officio Recorder within and
for said county do hereby certify the foregoing to be a true
copy of a deed of mortgage and certificate of acknowl-
edgment as the same appears of record in my office,
in Vol. 19, pages 10 & 11, land records.



Given under my hand and seal of
said court at Lewistown, this 17th day
of July A.D. 1851.

William M^cComb
Clerk Recor

Summons
marked C.

State of Illinois, f 3 The People of the State of Illinois,
Fulton County, f 3 To the Sheriff of said county, Greeting:
We command you to summon Lewis W. Ross if he be
found in your county, personally to be and appear before
the circuit court of said county, on the first day of the
next term thereof, to be holden at the court house in Lewis-
town, on the first Monday in the month of November
next, to answer to a certain bill of complaint filed
in our said circuit court on the Chancery side thereof
against him by David P. Utter. And have you then
and there this writ, and make return thereon in what
manner you execute the same.



Witness: W^m M^cComb, clerk of our said
circuit court, at Lewistown, this 20th day of
October in the year of our Lord one thous-
and eight hundred and fifty one.

W^m M^cComb, Clerk.

which summons is endorsed as follows, to wit

"State of Illinois,
Hickory County. I do hereby certify, that I have served by
reading and delivering a true copy of the within summons
to Lewis W. Ross,
October 21st 1851
J. Maggoner, Sheriff"

Demurrer =
mark A.

"The demurrer of L. W. Ross, defendant to the bill of
Complaint of J. P. Ulter — This defendant
by protestation, not ^{confessing} ~~confessing~~ or acknowledging all or
any of the matters, in and by the said bill set forth
and complained of to be true in manner & form as the
same are therein and thereby set forth and alleged,
says he is advised, that there is no matter or thing in
the complainant's bill of complaint contained good and
sufficient in law to cause this defendant to account in
this Honorable Court for the same, but that there is good
cause of demurrer thereunto and he does demur thereunto
accordingly, and for causes of demurrer assigns the
following —

1st That the said bill does not show that the
mortgage was ever assigned or delivered to the complainant —

2^d That the said bill does show that the said
mortgaged premises had been sold on a judg-
ment on one of the notes described in the said mortgage,

3^d That the said mortgage is not offered to
be shown to the court,

4. That the said bill does not show that the said
mortgage has not been satisfied —

5. That the copy of the mortgage set out in the
bill does not describe the note set out in the bill —

6. That the mortgage set out in the bill shows
that there has been no forfeiture of said mortgage,

7. That the condition of said mortgage is not
forfeited by the terms thereof until 1857.

8. That the said bill does not show that the

Complainant took the said note on the faith of said mortgage or that he knew that.

Wherefore and for divers other ~~errors~~ errors and defects in the complainants said bill of complaint contained and appearing on the face thereof this defendant does as aforesaid demur in law thereunto & humbly craves the judgement of this Honourable Court whether he is compelled or ought to make any answer thereunto otherwise than as aforesaid, and this defendant humbly prays to be hence dismissed, with his reasonable costs & charges in this behalf most wrongfully sustained.

by Ross per se

reasons

The said bill shows that Hamilton B. Patterson & Joel R. Patterson are interested in said matters in said bill set forth and they are not made parties to said bill.

Ross per se."

Answer-

marked B.

filed in Fulton county

January 22nd 1853

State of Illinois,
Fulton County, ss.

Daniel P. Utter,

vs

Lewis W. Ross.

Fulton County Circuit Court,
for the January Special term A.D. 1853.

In Chancery,

Bill for foreclosure.

The answer of Lewis W. Ross to the bill of complaint of David P. Utter, Complainant, This defendant now and at all times hereafter reserving to himself all manner of benefit and advantage of the many errors and imperfections in the said Complainants bill of complaint for answer thereto or unto so much thereof as this defendant is advised is material or necessary for to make answer unto says, that he admits that he purchased the tract of land mentioned in the said complainants bill about the time therein ~~therein~~ mentioned, but he avers and states the fact to be that he purchased the same, from one

Joseph L. Sharp who pretended to be the agent of James Sharp and the holder of said notes & mortgage described in the said bill by virtue of said agency and that by the terms of the contract with the said Sharp this defendant was to have a title in fee simple, clear of all incumbrance and that he paid the said Sharp the full consideration agreed upon for said land, to wit; the sum of eight hundred dollars and supposed the title thereto, to be clear of all incumbrance and he supposed that said notes & mortgage were delivered up to Hamilton B. Patterson and this defendant states that he has been informed since he purchased said land that the said mortgage together with the notes described therein, except the one held by the said complainant was delivered up to the said Patterson at the time he executed ~~he executed~~ his deed to this defendant and this defendant further states that he had ~~has~~ been informed and believed the fact to be that the said mortgage deed was never delivered to, assigned to, or seen by the said complainant, this defendant further states that he has no knowledge of the said complainant being the owner of said note except as such as is disclosed in the said bill and this defendant further states that the said Hamilton B. Patterson & Joel B. Patterson who it is charged executed the said notes and mortgage are not made defendants to this bill of complaint, and this defendant for further answer says, that he has no knowledge as the note described in said mortgage being one that was secured by said mortgage except from rumor and from what appears in the said complainant's bill of complaint and he asks that the said complainant be ruled to strict proof thereof as well as the other allegations contained in said bill of complaint and that this defendant may be dismissed with his reasonable costs &c. and this defendant craves oyer of said mortgage deed.

L. W. Ross.

State of Illinois,
Fulton County, ss. L. W. Ross being sworn deposes &
says that the matters and things contained in the following
foregoing answer are according to the best of his knowledge,
information and belief substantially true.
L. W. Ross.

Subscribed and sworn to
before me this 22^d Jan'y 1853
Edw Sayre, clk.

Replication
marked C.

David P. Utter,
vs
Lewis W. Ross.

J. C. C. Jan'y 1. 1853
In Chancery.
Replication.

Complainant comes & replies &
says that the matters & things set forth in Respondents
answer are not true, but that all things set forth in his
said bill are true & that he is ready to prove &
maintain,
by Mead & Goudy
his Solicitors

Affidavit of Ross
marked E.

State of Illinois,
County of Fulton, ss.
David P. Utter,
vs
Lewis W. Ross.

Fulton County, Circuit Court,
May Term A. D. 1853.

In Chancery, bill of foreclosure.

L. W. Ross the defendant in the above
entitled cause being first duly sworn deposes and says,
that prior to the January Special term of the Circuit Court
A. D. 1853. He had prepared an answer to be filed and
used in said cause, that at the said term the said com-
plainants took a rule on this defendant to answer said
bill, and that after as full and careful an examina-
tion and search for said answer among the papers of this
defendant he was unable to find said answer, and was

under the necessity of preparing an answer to said bill during the said term of court and while his time and attention was much occupied with other business in which he was engaged in said court and that in order to comply with the rule of the court and prevent a default he filed at the said term the said answer thus hastily and insufficiently prepared and at the same time asked leave to file an amended answer on which said application the court took no action either to grant or refuse said application - and this defendant further states that in consequence of the presiding Judge of this court at the Mich. T. 1853, having been of counsel for the said complainant he declined taking any action in relation to said cause, and this defendant now asks the court for leave to file his answer which he had originally prepared and has now found, as his amended answer in this cause, which he deems necessary to enable him to make a successful defence to said suit, and this defendant further states that he does not believe that he is legally or equitably bound to pay said demand, or that the same is a lien on said land, and that this application is not made for delay, but that he may be enabled to present his defence to said cause in a suitable and proper manner, and he further states that he does not believe that his answer filed in this cause is sufficiently good to enable him to make such defence, as he is entitled to make and can make to said suit if he is permitted to file ~~him~~ his amended answer.

J. W. Ross.

Subscribed & sworn to before
me this 19th day of May 1853.
Edw. Hayre, Clk."

Answer, marked
G. filed in Fulton
County May 24th 1833. The answer of Lewis W. Ross, defendant to the bill
of Complaint of David O. Utter.
This defendant now and at all times hereafter saving
and reserving to himself all manner of benefit of advan-
tage of exception to the many errors and insufficiencies in
the Complainant's said bill of complaint, contained, for
answer thereunto or unto so much of such parts thereof as
this defendant is advised is material for him to make
answer unto, He answers and says that he has no knowl-
edge or information in relation to the execution of a mort-
gage and notes by Hamilton B. and Joel B. Patterson
to James R. Sharp except such as he has derived from
the examination of the records and papers appertaining
to the same and from other persons, that he has no knowl-
edge as to the assignment of said note by James R. Sharp
to Complainant or the guarantee of Joseph L. Sharp to
Complainant, except what he has seen on the back of said
note since it has been in the hands of complainant's solici-
tors, and that he does not believe that the writing on the back
of said note purporting to be the signature of James R.
Sharp is the proper hand writing of the said James R.
Sharp or that he ever signed the same, and he asks
that the said complainant may be held to strict proof
of the truth of the statements and allegations in said
bill, he admits that he took a quit claim deed of con-
veyance from the said Hamilton B. Patterson for said
tract of land, but he states the fact to be that
he contracted for and purchased said land from one
Joseph L. Sharp for the sum of eight hundred dollars
and that he made full payment therefor, that the said
Sharp was to have a title vested in this affiant in
fee simple, clear and free from all incumbrance, that
in pursuance of said agreement, the said Sharp delivered
to this respondent the said deed from Hamilton B. Patterson,
also a deed for the same land from Thomas G. Palmer wife.

also a certificate of purchase on the same land which was sold on a judgment and execution in favour of Lyman Moon against the said Hamilton B. Patterson on the sixth day of January A. D. 1851, that the said Lyman Moon assigned & transferred the said certificate of purchase to this respondent, on the 17th day of March A. D. 1851, and that by virtue of said certificate and assignment this defendant became entitled to a deed for said tract of land on 7th day of April A. D. 1852. This affiant further answering says that he admits the fact to be that the note sued on by the said Moon was one of the same notes described in the said mortgage, and that the said certificate of purchase which was assigned to this respondent as aforesaid was given to the said Moon for the purchase of said land on a judgment obtained on said note, and this respondent further answering says that the said land sold on the judgment and execution as aforesaid has never been redeemed from said sale, and that by virtue of said judgment, execution, sale and transfer of said certificate as aforesaid this respondent became entitled to a deed for said premises on the 7th day of April 1852, and that by virtue of the sale aforesaid the mortgaged premises were exhausted and the title thereto become vested in this respondent, and this respondent further answering says, that at the time he made the trade aforesaid with the said Joseph L. Sharp he represented himself as the agent of Humes R. Sharp and agreed and promised this Respondant that when he took a deed from the said Hamilton B. Patterson that the said mortgage deed and notes should be delivered up to the said Patterson and this defendant further states that he believed the facts to be when he closed the contract for said land, that the said mortgage deed and notes were then & there delivered up to said Patterson to be discharged & cancelled and

that the said mortgage deed was not at the time of the commencement of said this suit and never has been in the possession of the said complainant, that at the time the complainant took said notes he never relied on said mortgage as a security for the payment of said note, but that he relied upon the guarantee of the said Joseph L. Sharp, and this defendant further answering says, that he purchased said land bona fide for a valuable consideration supposing it at the time to be free and clear from all incumbrance — and this defendant further states that the said complainant has not made either the said Joel B. Patterson, Hamilton B. Patterson nor James R. Sharp defendants to his said bill of complaint, that the said mortgage as set out in the said complainant's bill of complaint does not describe or identify the note mentioned in the said bill as one of the notes that said mortgage was given to secure, that by the terms of said mortgage as set out in the said complainant's bill it does not become due until A.D. 1857, which period has not yet elapsed — that by the terms & conditions of said mortgage as set out in the said complainant's bill of complaint that the said Joel B. & Hamilton B. Pattersons were guaranteed peaceable possession of the said mortgaged premises in the same manner as if the same had not been conveyed to all which rights & privileges this respondent become entitled by virtue of the deed from said H. B. Patterson and the certificate of purchase from said Lyman Moon and the said defendant craved oyer of said mortgage deed, All which matters and things, this defendant is ready to aver, maintain, and prove as this Hon. Court shall direct and humbly prays to be hence dismissed with his reasonable costs and charges in that behalf most wrongfully sustained,

Levi W. Ross, Solicitor for himself.

State of Illinois,
Fulton County, ss. Lewis W. Ross the defendant in
the above entitled cause being duly sworn deposes and
says that so far as he has answered as of his own
knowledge the same is true and so far as he has an-
swered as to the information of others, he believes the same
to be true.

Lewis W. Ross

Subscribed & sworn to before
me this 24th day of May 1853.

Edw. Payne, Clk.

Masters Report:
marked 86.

State of Illinois Fulton County, ss.
David P. Utter } Circuit Court-
vs } Of the May Term 1853.
Lewis W. Ross } Bill to foreclose mortgage.
To the Hon. Ira C. Wilkinson.

The undersigned Master in
Chancery for said county to whom was referred
the above cause for the purpose of taking and
reporting the testimony therein to this court,
Respectfully reports unto your Honor that the
deposition of Hamilton B. Patterson, marked
84, herewith filed and made part of this report con-
stitutes ^{all} ~~another~~ evidence taken before me,
May 25, 1853.

Geo. W. Stipp, M.C. of C.D.

1st deposition of
Hamilton B. Patterson
marked 84.
Taken in Fulton Co.
May 25th 1853.

State of Illinois, Fulton County, ss.
David P. Utter } Of the Term of May T. T. 1853.
vs } Bill to foreclose mortgage.
Lewis W. Ross. }

Deposition of Hamilton B. Patterson
a witness produced and sworn on the part of the com-
plainant, who being duly sworn according to law deposes

and says, that, He and his brother Joel B. Patterson gave James R. Sharp eight notes of one hundred and twenty eight dollars each. and one small note of twenty nine dollars, that said notes were to be paid in good merchantable wheat, oats and pork to be delivered at the mouth of Spoon river, they called it Mavaria then, they call it Point Isabel now, that said notes came due a year a part, but could not state the times that each particular note come due, could not tell the year in which the last note fell due, said notes were given for a piece of land in Fulton County, thinks it was the North East quarter of thirteen number twenty nine near Bernadotte about one mile from Bernadotte to the edge of the quarter of land, that he bought the land ~~the land~~ of D. L. Sharp, the deed come from James R. Sharp, witness and his brother Joel B. Patterson & their wives gave a mortgage to James R. Sharp, that the mortgage was given at the same time the notes were given, the mortgage was to given to secure the payment for the land, that he never gave any other notes to James R. Sharp - James R. Sharp was living on the land at the time it was sold - James R. Sharp gave possession to witness and his brother Joel B. Patterson - witness' brother left him in possession - while witness was living on the place Lewis W. Ross sent an article out to him and he signed it staid a year and left it, that Ellis took it the next year witness says that he has no interest in the land now and that his said brother has none - that ^{James R. Sharp} ~~D. L. Sharp~~ delivered up six of said notes to witness when he and said Sharp settled - one note of one hundred and 28 dollars he was sued on by Lyman Moon, and also sued on the little note by said Moon - that he does not know of his own knowledge what became of the other note - that he has not paid the last

mentioned note, and that his said brother has not paid it— that Dr L. Sharp gave up the mortgage to witness at the same time he gave up the notes, that last Spring Lewis W. Ross got the mortgage and six notes of witness and has not returned them,

Cross Examination by defendant.
Witness says that he dont know whether the notes and mortgage were ever transferred by James R. Sharp to Dr L. Sharp or not— Dont know whether Dr L. Sharp was acting as the agent of James R. Sharp or not. That he made the trade for the land with Dr L. Sharp— That he made the trade with Dr L. Sharp at the time he took up the mortgage, James R. Sharp had nothing to say about it— That Dr. L. Sharp said at the time he delivered up said mortgage to witness that it was satisfied— That witness thought at the time he took up the mortgage that all was square, and the land free, that he took Dr. L. Sharp's word for it, and that was all he knew about it— That all the business of purchasing the land, taking and giving up the mortgage and notes and every thing else concerning the matter was done by Dr. L. Sharp except signing the deed which was done by James R. Sharp— Witness and his wife made a quit claim deed of said land to Thomas Parmer & his wife— Witness says it was a year or more after he sold the land to Parmer and his wife, before he ever saw Lewis W. Ross or had any conversation with him about said land, witness does not know anything about signing an article from Lewis W. Ross except what Dr L. Sharp told him, Dr L. Sharp said there was an article from Lewis W. Ross, and if witness had a mind to sign it he could stay there, and keep it on ~~the~~ year those terms for a year— That Simon Ratliff moved on to the place the same Spring that witness moved away,

John Mc Lewis being duly sworn depared and said,
1st Interrog. State what knowledge you have of the execution of
some notes and a mortgage by Hamilton B. Patterson,
& Joel B. Patterson to James R. Sharp.

Ans. I know they executed a mortgage to James R.
Sharp and some notes at the same time.

2. Interrog. What land was conveyed by the mortgage and be-
fore whom was it acknowledged.

Ans. I cant describe the land, it was in Township Five
North Range One East about a mile and a half or two
miles from Bernadotte, I do not recollect the section
it was acknowledged before me.

3. Interrog. What were those notes given for.

Ans. They were given for the purchase money of the land des-
cribed in the mortgage

4. Interrog. Do you recollect the amounts of the notes,

Ans. I think they were of different amounts, some of them
I think were about a hundred and thirty dollars, or reflec-
tion I dont know but, a hundred and twenty eight.

5 Interrog. Is the copy of the note signed by Hamilton B. Patter-
son and Joel B. Patterson set out in the bill of com-
plaint in this case, and now before you, one of the
notes executed as stated by you above, (to which question
the defendant objects)

Ans. I should think it was.

6th Interrog. Is the certified copy of a mortgage dated the 12th day
of September 1848 between Hamilton B & Joel B. Patterson,
Laura & Sela their wives of the first part and James R.
Sharp of the second part, marked D, and now before
you a copy of the mortgage executed as stated by you

before, and acknowledged before you, (objected to by defendant.)

Ans. I have no doubt that this is the mortgage referred to.

7 Interrog. State what the said notes were to be paid in.
Ans. They were to be paid in produce.

8 Interrog. Where was the produce to be delivered
Ans. At Point Isabel.

9 Interrog. Do you know of the execution of any other notes between the parties aforesaid
Ans. No, Sir.

10 Interrog. Can you state whether the notes and mortgage bear dates on a different day, and if so how it occurred.
Ans. I don't know.

11 Interrog. Do you know whether any of these notes are still unpaid.
Ans. I have no knowledge of that whatever.

Cross Interrog.

1 Interrog. Have you any personal knowledge for what consideration the notes were given.

Ans. I have my information from both the Pattensons, the consideration was for the land named in the mortgage, this information was obtained at the time they executed the notes.

2 Interrog. Is what the Pattensons told you the only information you have as to the consideration mentioned in the notes.

Ans. I have no other information unless it was obtained from Joseph Sharp.

3rd Interrog. Was the notes and mortgage mentioned by you,
executed in your presence upon the same day.
Ans. Yes Sir, no mistake in that.

4th Interrog. Do you know of these mortgage and notes or
any portion of them having been given up to Pattersons,
Ans. I have no definite recollection about that,
my impression is however that they were.

5th Interrog. Was Joseph L. Sharp acting as the agent
of James R. Sharp in management of this business,
Ans. I don't know that there was any particular
agency about it, he got up the papers and asked me to
go, and take the acknowledgment.

6th Interrog. Do you know of said mortgage and notes ever
having been in the possession of Joseph L. Sharp,
Ans. I think I gave them to James R. Sharp at
the time they were taken, but I think I have seen them
in the possession of Joseph L. Sharp since.

7th Interrog. What is your recollection about said mort-
gage and notes having been given up to Hamilton
B. Patterson.
Ans. I have no definite recollection about that.

8th Interrog. Did you ever see said notes and mortgage
in the hands of Hamilton B. Patterson since the date
of their execution.
Ans. I have no definite recollection, I could
not be positive either way.
J. M. Lewis.

1st Interrog.

Hamilton B. Patterson being duly sworn deposed and said,
State whether you and your brother Joel B. Patterson
gave some notes to James R. Sharp, and if so, how many
and in what amounts.

Ans.

We gave some notes to James R. Sharp to
the amount of one thousand & fifty three dollars,
I think, as well as I recollect we gave eight notes
of one hundred and twenty eight or twenty nine dollars
each, I think a hundred and twenty nine and a
small note of twenty nine dollars.

2^d Interrog.

Ans.

What were said notes to be paid in
They was to be paid in good merchantable wheat,
York and Oats, delivered at the mouth of Spoon river
on this side of the Illinois river.

3^d Interrog.

What place or town do they call it at the
mouth of Spoon river, where the produce was to
be delivered.

Ans.

It always went then by the name of Point
Isabel.

4th Interrog.

Ans.

What were those notes given for,
They was gave for a piece of land.

5th Interrog.

Ans.

How did you and your brother secure the pay-
ment of these notes,
We gave the land in security for the payment of
the notes, if we did not pay them, why the land was
bound for the notes.

6th Interrog.

Ans.

Was there any instrument of writing executed
at the time on the land, to make payment safe,
Yes sir, we gave a mortgage to James R. Sharp that is
my brother Joel B. Patterson and his wife and myself and my wife.

7th Interrog.
Ans.

Were the notes and mortgage given at the same time.
Yes sir, they was both given on one day.

8th Interrog.

Was there ever any other ^{such} notes or mortgage given to said Sharp.

Ans.

No sir, there never was by us, never any that I knowed of.

9th Interrog.

Are any of said notes yet unpaid, and if so how many.

Ans.

Well sir we have got all the notes back from Mr Sharp but one note that is out.

10th Interrog.
Ans.

What is the amount of that.
The amount of that is a hundred and twenty eight or twenty nine dollars as I said before I couldn't say which.

11th Interrog.
Ans.

Can you tell who owns that note now.
Well I know about it I heard that David L. Utter had it, Mr Joseph Sharp told me.

12th Interrog.

Has that note ever been paid by you or your brother.

Ans.

It has not sir,

13th Interrog.
Ans.

What interest have you in this land now.
I have not any sir at all.

14th Interrog.
Ans.

What has become of the mortgage.
I lent it to Mr Lewis Ross last Spring a year ago, with the notes that I had got in, he has never returned it to me it or two notes either one.

1st Interrog.
Ans.

Cross Interrogatories,
Who delivered to you the mortgage and notes,
Mr. Lewis went up there and delivered them
up to me as Justice of the Peace.

2nd Interrog.
Ans.

Was Joseph L. Sharp along.
Oh Sir he was not.

3rd Interrog.
Ans.

With whom had you made any arrangement
to take up the mortgage and notes and deed the land.
I made the arrangement with Joseph L. Sharp.

4th Interrog.
Ans.

At the time you made this arrangement had
Joseph L. Sharp the mortgage and notes in his possession.
Yes Sir; I think he had.

5th Interrog.
Ans.

At the time the arrangement was made did
Joseph L. Sharp claim to be the owner of the mortgage
and notes,
I think he did Sir.

6th Interrog.
Ans.

Was that mortgage delivered up to you as can-
celled and satisfied.
Yes Sir.

7th Interrog.
Ans.

Did you understand from Sharp at the time
that he had no further claim on you, or the land.
He told me he had no further claim on me
for the notes and that the mortgage was satisfied.
I knew no better as I could neither read or write.

8th Interrog.
Ans.

To whom did you deed the land.
I deeded the land Sir to Thomas Palmer & wife.

- 9th Interrog. Was either of these notes which you have mentioned ever sued.
- Ans. Yes Sir.
- 10th Interrog. In whose name was it sued.
- Ans. In the name of Lyman Morn.
- 11th Interrog. Have you ever paid that judgment.
- Ans. I have not Sir.
- 12th Interrog. How was it satisfied.
- Ans. Mr. Sharp told me it was satisfied when he returned the mortgage to me.
- 13th Interrog. About what time as near as you can state did James R. Sharp leave this country.
- Ans. He left this country two years ago this last spring, as near as I can recollect, that was the time.
- 14th Interrog. Was the note that was sued on in the name of Morn and sued before after that you made the deed to Palmer.
- Ans. It was sued before.
- 15th Interrog. Did you suppose from what Sharp told you at the time he made the deed that the mortgage was satisfied and the land free.
- Ans. I supposed that the mortgage was satisfied, I did not know about any thing else, he told me it was, and I did not know any better.
- 16th Interrog. Did you suppose that there was any lien or incumbrance on said land by virtue of said mortgage.
- Ans. I did not think there was any incumbrance on it, for my part.

State of Illinois,
Fulton County, ss. Be it remembered that on this
30th day of August A. D. 1853. before the undersigned
clerk of the Circuit Court in and for said County and
State, personally appeared John M. Lewis and Hamilton
B. Patterson who being duly sworn to answer all questions
which might be proposed to them in the foregoing case,
gave answer to the several questions hereinbefore set down
in the order in which the same are written both on the
part of the said Plaintiff and the said defendant and
afterwards the said John M. Lewis and Hamilton B. Pat-
terson signed their names thereto in my presence.



In Testimony whereof, I have hereunto sub-
scribed my name and affixed the seal
of said Court at Leavittown, this 16th day of
August A. D. 1853.

Edw. Gayre, clk."

Proceedings in Chancery before the circuit court at a term
thereof, begun and held at the Court House in the City of
Peoria, in and for the County of Peoria in the State of Illinois,
on Monday the twenty first day of November in the year
of our Lord, one thousand eight hundred and fifty three -
The Honorable Anslow Peters, Judge of the sixteenth
Judicial Circuit in the State of Illinois - presiding,
to wit:

Monday December 19th A. D. 1853.
David P. Utter,

vs
Lewis H. Ross.

To foreclose mortgage.

This cause having come on for a hearing
at the present term upon the bill, answer, replication
and proofs and the court now being fully advised in
the premises, doth adjudge, order & decree, that the said

The Examination.

1st Interrog.

How many of the notes were given up to you with the mortgage, under the arrangement with Joseph L. Sharp.

Ans.

There were six notes given up to me.

2nd Interrog.

Where were the other three, two large ones and one small one.

Ans.

One of the large notes was the one Mr. Moon sued us on ~~and~~ and the other large note was the one that is out, Mr. Sharp sold the small note to Lyman Moon, and he sued us on it and we paid it off to Esq. Lewis.

3^d Interrog.

How was it that you supposed the mortgage was satisfied from what Joseph L. Sharp told you, when there was one note out and unpaid.

Ans.

Why he told me that he had satisfied the mortgage here in Lewistown, that I should never be troubled about it that he had lifted the mortgage, and it was satisfied.

4th Interrog.

What did he tell you at that time about the note that was out.

Ans.

He told me that he would pay that note off and that Mr. Utter had it.

5th Interrog.

Do you know whether Joseph L. Sharp has ever paid this note to Mr. Utter, as he promised you.

Ans.

I do not sir.

Wm. Hamilton ^{his} B. Patterson.
mark.

And afterwards on the 18th day of January 1854 the defendant filed his appeal Bond in said cause, which is in the words & figures following, to wit,

Appeal Bond. I know all Men by these presents that we Lewis W. Ross, as principal and Leonard F. Ross as surety are held and firmly bound unto David P. Utter in the penal sum of four hundred dollars for the payment whereof, well and truly to be made to the said David P. Utter, his heirs and assigns, we do jointly and severally bind ourselves, our heirs, executors and administrators, firmly by these presents. Witness our hands and seals this 16th day of January A.D. 1854. The condition of the above obligation is this, whereas the said David P. Utter did on the nineteenth day of December A.D. 1853, at the November term A.D. 1853. of the circuit court, in and for Peoria County in the State of Illinois by the judgment of said court, in a certain cause therein pending in chancery wherein the said David P. Utter is complainant and the said Lewis W. Ross is defendant obtain a decree that the said Ross should pay the said Utter the sum of one hundred and forty eight dollars and seventy six cents within thirty days from the date of said decree, and that in default thereof, the North East quarter of Section No. Fifteen in Township N. Five North of the base line in Range N. Two East of the 4th principal meridian in the County of Fulton in the State of Illinois, be sold to the highest bidder for cash to pay the said sum of money and the costs in said cause from which judgment or decree the said Lewis W. Ross has taken an appeal to the Supreme Court of this State. Now if the said Lewis W. Ross shall pay the judgments in this cause as well in the said Supreme Court as in said Circuit Court and all costs, interest and damages in this cause in case the said judgment or decree shall be affirmed and shall duly prosecute his said appeal, then this obligation to be void, otherwise in force. Lewis W. Ross *[Signature]*
Leonard F. Ross *[Signature]*

defendant shall pay to the said complainant the sum of one hundred and forty eight dollars and seventy six cents (\$148.76) & the costs of this suit within thirty days from the date of this decree and that in default thereof the premises, described in complainants bill be sold, for the payment of the same, and that defendant be foreclosed from all right in equity to redeem the same, but this decree is to be a lien upon the lands described, only & to be satisfied by sale of the same & is not to be a lien upon the personal or other property of the defendant.

It is further ordered & decreed that if default be made in the ^{payment} ~~defendant~~ as aforesaid, said premises, viz: the North East quarter of section No. Thirteen in Township No. Five North of the base line in Range No. Two East, of the 4th Principal meridian, in the county of Fulton, in the State of Illinois be sold at public auction by the Master in Chancery of said county, of Fulton to the highest bidder for cash, that he first give notice by publication in some newspaper published in the county of Fulton aforesaid, three weeks previous to said sale, & by posting up a similar notice at the Court house door of said county, which said notices shall contain a description of the premises, and the time, place and terms of sale, that out of the proceeds of such sale the said Master shall first pay the cost of this suit, that he next pay the amount of the debt in this case being \$148.76, cents with interest thereon up to the time of sale, and that he bring the balance of said money into court or refund the same to the defendant, taking his receipt therefor & that he report his doings in the premises to this court at the next term thereof. The defendant prayed an appeal in this cause to the Supreme Court of this State, which is allowed him upon his filing in the office of the clerk of this court in thirty days an appeal bond payable to the complainant in the penal sum of four hundred dollars with Leonard F. Ross or Julius Manning as surety and conditioned according to law.

State of Illinois
Supreme Court
June Term A.D. 1854
Lewis W. Rop, appellant
vs
David P. Utter, appellee

And now comes the said appellant by his attorney and says that in the record and proceedings in said cause and the making of the decree therein there is manifest and manifold error: And the said appellant assigns for error upon the said records

1. The Court erred in decreeing that the said defendant should pay the said sum of money in the said decree mentioned.

2. The said Court erred in decreeing that the said mortgage should be a lien on the said premises as against the rights of said defendant.

3. The Court erred in decreeing that in default of the payment of said sum of money the said defendant should be bound of his equity of redemption in said premises.

4. The Court erred in making said decree in the manner in which it is made upon the bill answer and proofs before the Court.

5. The Court erred in making a final decree in said cause ^{before} ~~until~~ the said Harpilton, P. Patterson and Joel B. Patterson ^{and James R. Stark} were brought before the Court as parties in said suit.

Wherefore and for other errors
appearing upon the said record the
said appellant prays that the said
judgment and decree may be re-
versed, set aside and for nothing
held and esteemed' c

Manning McConin an
for appellant.

In ~~Wallo~~ Est enatum

Blackwell & Beckwith

pd

State of Illinois
Poria County ss I Jacob Gale clerk of the Circuit
Court of Poria County in the State of Illinois do hereby
certify that the foregoing is a correct Transcript from the
Record and proceedings in a certain cause in the said
Circuit Court, wherein David P. Utter is Complainant
and Lewis W. Ross is defendant as the same remain
of Record and on file in my office -

In witness whereof I hereto set my
hand and affix the seal of said Circuit
Court at my office in the City of Poria
this twelfth day of June A.D. 1854
Jacob Gale, clerk.

Clerk's fees: for transcript to Supreme Court \$9.00 paid by defendant -

51
Lewis W. Ropes
David P. Potter
Record

214

1854

Filed June 13. 1854.
S. Ireland Clerk.

12148

Supreme