

No. 14554

Supreme Court of Illinois

⁰
~~L~~attenville et al

vs.

Putnam

STATE OF ILLINOIS,
SUPREME COURT,
THIRD GRAND DIVISION.

38
Beauchamp v. Putnam
No. 164

J. W. Middleton & Co., Stationers, 196 Lake St.

Beauchamp

Putnam

14554

1864

Supreme Court
Third Grand Division

Beanchamp }
vs }
Putnam }

Error to Kentucky
Chancery No 164

Argument for Proof in Error

Left claims in his brief and points
that Beanchamp employed C A Locke
to obtain the guardian sale of the
Kentucky property and that he
conducted the business so slowly
that the sale was not made till the
6th of June 1862 True the Bill so charges
and the Circuit Court so decided but
the answer denies it and there was
no proof to sustain that allegation in
the Bill and the truth is Putnam
refused to furnish any proof or
evidence of the necessity or propriety
of said sale until that time and
was the sole cause of the delay
this was fully set up in the
answer as a denial to that part of
the Bill and while Putnam
would have been unable

to show any negligence or delay on the part of Beanchamp - Beanchamp was ready and able to show that Putnam not only neglected but openly and utterly refused to furnish the proof to authorize a sale and without it no sale could be had because it was the property of his (Putnam's) wife's child and a member of his family the guardian was his wife and of course the whole matter was under his dictation. This delay was kept up for a year and a half and over a year elapsed before suit was brought on the Bond some time after which Bill was filed the object of which was to get a court of Chancery to enjoin an injured party (sc Beanchamp) from redressing his injuries for the breach of his (Putnam's) covenants. - Might as well give his note for two thousand dollars and get a court of Chancery to enjoin the payee from collecting it. I had always understood the rule in Chancery to be that a complainant must go into court with "clean hands" it is not so in this case. it

is apparent that the deed was not
 given till a year and a half
 after it should have been given
 and without any fault on the
 part of Beauchamp This is
 apparent on the face of the Bill
 and it is also set up in the
 answer How can a Court
 perpetually enjoin a party from
 prosecuting his suit at law without
 it has been proved or is admitted
 in the answer that the Complainant
 has done all the law requires of
 him - that is not done in this
 case Again it is said Beauchamp
 could not obtain affirmative relief
 and therefore the testimony offered under
 the answer was immaterial I do not
 claim we could obtain affirmative
 relief under the answer because
 this Court has so held although at
 the time of the understanding or
 agreement we were not aware of it but
 as the relief sought was the same
 subject matter requiring no new or
 different proof on the part of the
 complainant and as it was very
 evident to that Court or any other

tribunal that the Respondents were being
 taken advantage of the discretion
 of most Courts would have been
 Exercised in allowing a Cross Bill to
 be filed there is no known reason
 why it was Exercised in the very teeth
 of Every Equity and against Every principle
 of Justice and right But we claim
 the right to give the testimony to show
 the allegations of the Complainants Bill
 to be false which would have answered
 us the same purpose of a Cross
 Bill for after defeating the Complainant
 we could proceed with our suit at
 law Again it is said by A Loke
 was the attorney of Branchamp and
 it was his and Branchamps fault
 that the deed was not got within the
 time limited in the Bond that
 Statement does not so appear of
 record and is false in fact Loke
 was the Atty of Minerva Putnam for
 that purpose and Putnam controlled
 the Matter and prevented its
 progress It is further argued that
 because Branchamp accepted the deed
 a year and a half after he was
 entitled to it he can recover nothing

5

for the damages he sustained during that time — then if I buy a hotel in the City of Chicago ~~and~~ fifty thousand dollars and pay for it and take a Bond for a ~~and~~ and ~~am~~ to have a ~~and~~ therefor on the 9th of April and and a presidential Convention is to be held there in June through which I am able to make ten thousand dollars and the vendor refuses to give me the title until a year and a half from that time and then I believing him to be insolvent take the deed but under protest insisting I have been damaged \$20,000 for which I then have a suit pending on the bond a Court of Chancery immediately enjoins me and accuses me not only to pay the costs in the Chancery suit but also in my suit at law — I don't think that is the law. We certainly had a right to nominal damages at any rate and no Court could enjoin us without an accord and ^{with us} satisfaction or some thing else having the effect of a release in some form and it is

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apparent from the face of the Bill
itself that nothing of this sort had
happened

It is also claimed that
the Bill of Exceptions was filed after the
decree was made and therefore is
obnoxious to the decision in the 11. Ill
reports it is true that the clerk marked
on the back of the Bill of Exceptions
"Filed Dec 16", but the Bill was tendered
to the judge at the time to exist of
the hearing to wit the 12 — no at the
time were refused a hearing and
uncerimoniously turned out of court
the clerk marked it filed when it
was handed to him afterwards I
think the inference is that the Bill is
tendered at the time the objection
arises unless the date of the Bill
or some statement in the Bill
shows it was taken afterwards I
don't think the same rule obtains
in chancery as in common law
In chancery the judge has sole
control of every thing connected with
the case not so in common law
But if we had no Bill of Exceptions at
all it seems to me that the court
done what was not authorized in rendering
that decree
L. A. Lake Atty for Def in Cr

164 30
Supreme Court

Barnesham
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Putnam

Argument of
Putnam in Error

Filed May 13. 1864
Leland
Clerk

[Gazette Print, Kankakee City, Illinois.]

SUPREME COURT OF ILLINOIS.

THIRD GRAND DIVISION.

April Term, A. D. 1864.

REUBEN PUTNAM,
vs.
ANTOINE LOTTENVILLE, FELIX BEAUCHAMP,
AND HERMINE BEAUCHAMP. } *Error to Kankakee.*

plaintiffs in error

Reuben Putnam defendant in error
ABSTRACT OF RECORD.

Rec'd
page
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BILL filed by Reuben Putnam against Antoine Lottenville, Felix Beauchamp and Hermine Beauchamp, on the 14th day of Sept. 1863, charging that P. V. Lowe owned certain lands, having thereon a tavern stand and in the village of Aroma, and sold the same to Felix Beauchamp, and he to secure the payment of \$2,200 of the purchase money gave a mortgage on said premises and his wife Hermine Beauchamp, joined in said mortgage, that same was recorded in book

of records 14, page 151, that four certain promissory notes were given with said mortgage.

3 That afterwards said notes were assigned to Chatfield, Briddle & Co., and by
them transferred to William Briddle, that on the 27th of Dec., 1860 he filed a
bill in the Circuit Court of Kankakee county to foreclose said mortgage and at
the April term, 1861, said Court decreed a strict foreclosure of said mortgage
and that previous to the entering of said decree, Reuben Putnam had become
the owner of said notes and mortgage ; that about that time the said Putnam
being anxious to obtain immediate possession of said tavern and to buy some
household furniture of the said Beauchamp and Ella Wilson, a minor child of
Minerva Putnam, wife of the said Reuben Putnam, being the owner of (subject
4 to the dower of said Minerva) the North half of Lot Number Seven (7) in
Block Number Twenty-four (24) in the town of Kankakee City; the said Put-
nam made a proposition which was accepted by the said Beauchamp and a bar-
gain or agreement was made between them on the 8th day of April, 1861, as
follows: said Beauchamp should convey the tavern stand in Aroma, together
with a certain quantity of furniture to said Putnam; and should pay said Put-
nam two hundred dollars; and the said Putnam should convey the premises
in Kankakee City to said Beauchamp. The writings and papers were made
running to Antoine Lottenville, but he was only a nominal party, Beauchamp be-
ing the real party; that on the 9th of April, 1861, said Beauchamp and his wife
conveyed the tavern stand and premises in Aroma to said Putnam, according to
5 agreement, and delivered to him the personal property, (page 5,) and the said
Putnam to secure to the said Lottenville that he should have a perfect title to
the premises in Kankakee by proceedings to be instituted in the proper Court in
5 the name of the said Ella Wilson for the sale and conveyance of the said prem-
ises executed and delivered to said Lottenville a title bond, bearing date the 9th
of April, 1861, by which said Putnam bound himself in a penalty of two thous-
and dollars, to execute and deliver a good and sufficient warranty deed of said
premises in Kankakee City within a year from said 9th of April, and that said
Guardian conveyance should be a compliance with the said bond if done within
said year.

6 That afterwards C. A. Lake, acting as the attorney of Minerva Putnam, guar-
dian of said Ella Wilson, filed a petition praying for the sale of said premises
at the April term, 1862, of the Kankakee County Circuit Court decreed a guar-
dian sale of said premises, and on the 6th of June, 1862, said guardian sold said
7 premises to said Beauchamp but did not give him a deed till Sept. 7th, 1863.

- 7 On the 21st day of August, 1862, said Lottenville brought suit on said bond, claiming debt \$2,000 and damages \$2,000; declaration filed and trial urged.
- 9 That said Lottenville had made a deed of the Kankakee premises to Beauchamp; bill prays for answer (oaths waived) that the bond be cancelled and delivered up, and a perpetual injunction against the suit at law pending on said bond.
- 10 Copy of bond.
- 12 And on the 14th day of September, 1863, process waived and the appearance of the respondents entered and on the 17th day of October, 1863, the joint and
13 several answers of the respondents was filed, which admits the making of the mortgage to Lowe, the transfer thereof to Briddle & Co., and from them to
13 William Briddle, the commencement of suit to foreclose said mortgage and as to the decree that was rendered, they refer to the records of the case; admits that Putnam became the equitable owner of the notes and mortgage before the rendering of said decree, that Putnam and Beauchamp made a trade for the final settlement of the Aroma tavern property, and the north half of lot 7, block 24, in Kankakee City, as stated in exhibit A, of said answer; that papers were made to said Antoine Lottenville, and that said Putnam and his wife did attempt to convey said premises in Kankakee City and did make a warranty deed to said Beauchamp, and that said Putnam did execute and deliver a certain bond or writing obligatory, a true copy of which is attached to complainant's bill, marked A, and thereby bound himself to convey said premises in Kankakee City, in
14 one year from the date thereof, in the penalty of \$2,000; but they deny there was any other agreement than the said written agreement; and that if said guardian conveyance had been made in a year from the date thereof, it would have been a compliance with said bond; they deny that there was any mistake or ignorance on the part of said Putnam, as to the contents or meaning of papers or any of them at the time of their execution, and that the respondents were always ready, and willing, and anxious to have the said guardian conveyance made and that the same would have discharged the obligations of said bond if made within a year from the date thereof; and that they tried to persuade the said Putnam to have the same done, and that said Putnam utterly refused to do it. They admit that said Lottenville is but a nominal party; admit that C. A. Lake was to act as the Attorney for Minerva Putnam, to obtain a sale of said
14 premises; but deny that Beauchamp was to pay his fees and insist that Putnam was to pay him.

- 15 Admits that said Minerva Putnam as such guardian did sell said premises in Kankakee City on the 6th of June, 1862, to the said Beauchamp for \$1,000, but she refused to give said Beauchamp a deed and never did give or offer to give the deed until the 29th day of October, 1863, at which time said Beauchamp refused to take said deed, having suffered great damages by not having it according to the terms of said bond; and that just before the filing of said bill said deed was again tendered to said Beauchamp, but was not taken by him and since that time has been in the possession of C. A. Lake; but the said Beauchamp is willing and now offers to take said deed in discharge of so much of the obligations of said bond as is not affected by time.
- 15 But he claims he has suffered \$1,000 by not having said deed by the time specified in said bond, which damages he desires the Court to adjudge to him and decree to him on the final hearing of this cause which were the same damages sued for by the said Lottenville on the law side of this Court against the said Putnam. They deny that said Putnam has complied with the terms of his bond and insist that he has violated the same by refusing to deliver said deed as heretofore stated in said answer; deny all fraud, combination or confederacy in said bill charged.
- 16 Copy of agreement.
17
- 18 On the 19th day of November, 1863, complainant filed general replication denying the answer.
- 19 And on the 7th of December, 1863, case set for hearing on bill, answer, replication and proofs and on the 11th day of December, 1863, case called for hearing.
- 20 Solicitor for respondents moved the Court for leave to file cross bill on the 12th day of Dec., 1863; solicitors on both sides argued the motion for leave to file cross bill; Court overruled the motion and refused to allow cross bill to be filed and refused to hear the testimony offered by the defence to prove their answer. (See bill of exceptions, record pages 25, 26 and 27.)
- 21 To all of which the counsel for respondents excepted, bill of exceptions filed Dec. 16, 1863, containing as a part of it the cross bill offered to be filed on the 12th of Dec., 1863. The said cross bill claimed the \$1,000 damages set up in the answers for not delivering the deed of the premises in Kankakee City, according to the terms of the said bond, and charges that said Putnam had not complied with the terms of said bond.

25 The residue of the bill of exceptions is as follows, Dec. 11th, 1863. The
26 above entitled cause came on for hearing on bill, answer and replication, and
testimony of witnesses produced in open Court; the bill and answer were read
to the Court; the complainant then to maintain the issue on his part proved by
T. P. Bonfield that he tendered a guardian's deed of lot 7, block 24, in Kankakee
City, to the defendant Felix Beauchamp on the 7th day of September, 1863, the
same day that it was approved by the Court, whereupon the Solicitor, C. A.
Lake, for the defendants admitted upon said trial that defendant Beauchamp
did take said deed some time in the month of November, 1863, but not in full
26 satisfaction of all damages he had sustained on account of said Putnam not de-
livering said deed on or before the 9th day of April, 1862, as he was bound by
his said writing obligatory to do, whereupon the Court desired to know if it
was the design to investigate the question of damages due Lottenville for a
breach of the bond in question. Counsel for defendants said it was, and was so
understood by counsel on both sides. Counsel for the complainant said it was
so far as the law would allow it to be done but they had made no agreement by
which any legal rights were waived, and they objected to any investigation of
damages and as there was a disagreement as to what the understanding was and
the Court decided that the relief sought could not be obtained under the plead-
ings unless such was the agreement the counsel for the defendants moved the
26 Court for leave to file a cross bill; the object of which was to bring before the
Court the question of damages, claimed to be due said Lottenville for said Beau-
champ on account of the breach of said bond by said Putnam in not delivering
said deed in a year from said 9th day of April, 1861. Said counsel said he
could prepare said bill in 20 or 30 minutes, and wished leave to file it instant; ;
27 the Court said he would take a little time to consider the question, as the counsel
for the complainants objected to the filing of said cross bill; the Court thereup-
on delayed the further hearing of said case from that time, to-wit: Dec. 11th,
1863, to Dec. 12th, 1863, at which time counsel for defendant called up the
case and renewed his motion for leave to file said cross bill and informed said
27 court that he had said bill drawn and ready to be filed and presented the same
to the Court which said bill is hereto attached and marked A, and made a part
of this bill of exceptions, whereupon the Court refused to allow said cross bill
to be filed. The counsel on the part of the defence to maintain the issues on
their part before moving to file a cross bill, had offered the testimony of M. B.
Loomis, William Laparle, Alexis Chausse, Joseph Gelino and C. A. Lake, by
whom they could give testimony to prove that said Putnam refused to deliver
said deed; that he was requested so to do on the part of the said defendants that

he prevented the delivering said deed until in September, 1863, and testimony tending to show that said Lottenville and Beauchamp had sustained a large amount of damages on account of not having said deed on said 9th day of April, 1862; but the said court refused to hear said testimony holding that the same was immaterial under the bill and answer and after overruling the motion to file a cross bill, the Court held that the case made by the bill, answer and replication and the testimony of T. P. Bonfield (which testimony is all recited heretofore in this bill of exceptions,) entitled the complainant to the relief prayed for in his said bill of complaint and thereupon proceeded to render the final decree in the cause and did decree a perpetual injunction against the said suit at law on said bond and that these defendants pay the costs of this suit and there was no other proofs or testimony in said case except the testimony of T. P. Bonfield, who testified that he tendered a deed on the 7th of Sept., 1863, to all of which holdings, rulings and deciding the defendants except and pray that this their bill of exceptions may be allowed and signed and sealed in that behalf and made a part of the records of the cause which is done accordingly.

ERRORS ASSIGNED.

The Court erred in refusing to allow defendants to file cross bill.

In deciding in favor of the complainant.

In not deciding in favor of the respondents.

In refusing to allow the respondents to examine their witnesses to sustain their answer.

In decreeing a perpetual injunction against the suit at law because the bill, answer, replication, exhibits and testimony do not show that complainant had performed all the obligations of said bond even if no defence was made.

Brief and points relied on by the respondents.

The respondents had a right to file their cross bill as a matter of course, but having asked leave of the Court and the Court refusing leave, their counsel was not obliged to put himself in contempt of the Court by filing said cross bill.

The Court ought to have heard the respondents' testimony because it would de-

feat the complainant's bill and would have been as beneficial to them as though they had a hearing under a cross bill or any agreement of the parties, for when the complainant's bill was dismissed and the injunction dissolved, they were at liberty to proceed with the suit at law which this bill was brought to enjoin.

~~C. A. LAKE,~~

~~Respondents' Solicitor.~~

By reason whereof the said
Plaintiffs in error pray that
said judgment may be reversed
C. A. Lake Atty for
plffs in error

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Beanchamp et al
vs

Putnam

Abstract

Filed April 19, 1864
J. Seland Clerk

W. A. Lake Atty for
Putnam vs

The People of the State of Illinois

By the Grace of God ~

Free^d & Independent

To all to whom these presents shall come greeting!!

Know Ye - That we having caused to be inspected the Records and proceedings now remaining on file in the office of our clerk of our Circuit Court in and for the County of Kankakee and State of Illinois do find certain Records and proceedings therein in the words and figures following to wit:

" United States of America {
 " State of Illinois {^{ss}
 " Kankakee County {

" Pleas before the Honorable
 " Charles R. Starr Judge of the Twentieth Judicial Circuit and
 " Presiding Judge of the Kankakee County Circuit Court of the State
 " of Illinois at a term of said Court begun and held at the Court
 " house in Kankakee City in the County and State aforesaid on
 " the First Monday (the same being the seventh day) of September
 " in the year of our Lord one Thousand Eight Hundredth & Sixty
 " Three and of the Independence of the United States the Eighty
 " Eighth

" Present. Hon Charles R. Starr Judge of the 20th Judicial Circuit
 " C. H. Wood State atty of 20th Judicial Circuit
 " Jacob. Obrecht Sheriff of Kankakee County
 " Elmer Curtis Clerk of the Kankakee County Circuit Court

And afterwards to wit on the
 14th day of September. A. D. 1863. Reuben Putnam
 complainant by J. P. Bonfield his Solicitor did file
 in the office of the Clerk of our Circuit Court in and
 for said County his certain Bill of complaint in the
 words and figures following to wit:

2. State of Illinois }
Kankakee County } Circuit Court of the September Term AD 1863

To the Honorable Charles R. Starr Judge of 20th Judicial Circuit of
the State of Illinois and Presiding Judge of the Circuit Court of said
County in Chancery sitting

Your orator Reuben Putnam of the said
County respectfully represents unto your honor that on or about the 23d
day of June AD 1857 one Peter & Lowe of said County owning or pretending
to own the following described Real Estate situated in the County of Kan-
kakee aforesaid. To wit the South Half of Lots number one 7 and Two-
3 and the whole of Lots number seven 7 and Eight 8 excepting
Twenty Three Feet off of the west side of Lot number Seven 7 all
in Block number Twenty seven 27 in the village of Aroma sold the
same to one Felix Beauchamp and the said Felix Beauchamp to
secure the Sum of \$2200.⁰⁰ of the purchase money of said prem-
ises together with Hermine his wife of said County (both of whom
your orator prays may be made parties Defendants to this Bill)
the said Hermine signing under the name of Hermine Harroevick
thereupon ^{then} executed & delivered unto the said Peter & Lowe a
Mortgage Deed of the said premises bearing date on or about the
day and year last above mentioned which is recorded at page
157 of Book No 14 of the Records of Deeds in the Recorder's Office of said
County to secure the payment of said last mentioned sum which
was represented and embraced by four certain promissory notes
bearing even date with the said mortgage and payable to the said Lowe
or order in Seventy days. one. Two and Three years respectively after
the date thereof for the several sums of \$200⁰⁰ \$667⁰⁰ and \$666⁰⁰ respectively
all with six per cent interest per annum excepting the ~~last~~ last of said
notes which bore ten per cent interest per annum as will more fully
appear by reference to the said mortgage

Your orator further represents unto your honor that

afterwards but at what time your orator does not know the said notes were assigned to Chatfield Biddle and Company and by them either legally or equitably transferred to William Biddle of said County. And that on or about the 27th day of November 1860 the said Biddle filed a Bill of Complaint in the Circuit Court of said County on the chancery side thereof against said Felix Beauchamp and Hermine Beauchamp his wife praying for a Foreclosure of the said mortgage and alledging that there was \$1754.⁰⁰ remaining due thereon besides a large amount of interest. And that at the April Term of said Court in the year 1861 such proceedings were had in said Court on the chancery side thereof upon said Bill and cause that the said Court made a decree of Absolute and strict foreclosure of said mortgage upon said premises and also decreeing that the said defendants should surrender the possession thereof to the said William Biddle as will more fully appear by reference to the Records and Proceedings of said Court in said cause.

Your orator further represents unto your Honor that at or a short time previous to the making of said decree your orator became the equitable or legal owner of said notes and said mortgage from said Biddle and by agreement with the said Biddle was to have the benefit of the foreclosure proceedings and the decree therein made and that on or about the day of he the said Biddle and his wife made and delivered unto your orator a quit claim deed of the said premises which bears date on or about the day and year last above mentioned.

Your orator further represents unto your Honor that at the time of becoming the legal or equitable owner of said notes your orator being desirous of obtaining immediate and peaceable possession of said premises without further litigation and trouble and being desirous of having some household furniture that said Beauchamp was anxious or willing to dispose of. And one Ella Wilson a minor child of Minerva Putnam wife of your orator being the owner subject to a dower estate of the ^{said} Minerva therein of the following description: Real estate situated in the County of Kaukaee

afore said lot & mit. The north half of Lot No Seven (7) is Block number Twenty Four 24 in Kansas City and said premises having one old house thereon going to decay and destruction and the child having no estate by which the property could be kept in condition to be profitable and being altogether in a condition rendering it to the interest of said minor to dispose of it - and your orator made a proposition to said Felix Beauchamp which was concluded between your orator and the said Beauchamp in a Bargain or agreement made on or about the 8th day of April 1861 which was as follows, namely, said Felix Beauchamp should convey said premises in Armona to your orator together with a certain quantity of furniture and household property to your orator and should also pay your orator Two Hundred Dollars. And the said Felix Beauchamp on his part should have the said premises above described in Kansas City and that he should employ a Lawyer at his costs and institute the proper proceedings in the name of Minerva Putnam Guardian of said minor to have said last mentioned premises sold and conveyed according to law to the said Felix Beauchamp in fee and should pay all costs and expenses in carrying on said proceedings and in making said deed And the said Felix Beauchamp should give your orator peaceable possession of said premises in Armona

Your orator further represents unto your Honor that said Felix Beauchamp desired and requested that all writings should be made to one Antoine Sottemille of said County whom your orator prays may be made a party Defendant to this Bill. And that on or about the 9th day of April 1861 the said Felix Beauchamp and his said wife conveyed said premises in Armona above mentioned to your orator by a warranty deed with the usual clauses of seizin and warranty and that they were free from

incumbrances. And your orator and the said Minerva
his wife at or about the same time conveyed the said premises
in Kansas city to said Lottenville at the request of said
Beauchamp in terms of fee simple by a deed of conveyance
with life covenants. And your orator to secure the said
Lottenville that the said title to the last mentioned premises
should be made perfect by said proceeding to be instituted
in the proper court in the name of said Guardian for
the sale and conveyance of said premises as aforesaid
executed and delivered unto the said Lottenville a Title
Bond or writing obligatory bearing date on or about the
9th day of April AD 1861 a copy whereof is herewith
attached and marked A and is hereby made a part of
this Bill in and by which your orator bound himself under
a penalty of Two Thousand dollars to execute and deliver a
good and sufficient warranty deed of the said premises
lying and being in Kansas city above mentioned within
one year from the date thereof. And that the remaining
part of said bargain or agreement above mentioned was left
to a verbal or other agreement or understanding it being
agreed and understood between said parties that said ^{Felix}
Beauchamp or Lottenville should employ the services of
a Lawyer at his costs to prosecute such legal proceedings
in the name of said Guardian to sell said premises
and cause the same to be properly sold and make out
the proper deed of conveyance and have said proceedings
confirmed as above mentioned and that such Guardian
conveyance of said premises should be a compliance
with the said Bond and of the terms and conditions thereof
and render the same null and void. That the said agreement
should have been embodied in said Title Bond but was
not through mistake and ignorance upon the part of

6 your orator

Your orator further represents unto your Honor that on or about the 9th day of April 1861 and previous to that time the said Felix Beauchamp was suffering pecuniary embarrassments and your orator has since been informed and believes that the said Felix Beauchamp caused the name of said Lottemille to be used only for colorable purposes and to keep the said premises at Kansas City out of the reach of his the said Felix Beauchamp's creditors it might have been done however for other and more legitimate purposes but your orator charges upon belief that said Lottemille is but a nominal party in said Bond & conveyance & in the suit hereinafter mentioned the said Beauchamp being the real party in interest therein.

Your orator further represents unto your Honor that at the day and year last above mentioned or soon after that time your orator delivered over or attorned the said premises in Kansas City above mentioned to the said Felix Beauchamp by the consent and direction of said Lottemille who (said Beauchamp) went into the possession thereof and has lived thereon for a great portion of the time since and is now living in said property.

And your orator further represents unto your Honor that after said transactions were concluded as above mentioned, a Sake Attorney at Law was employed by said Beauchamp as your orator believes to file a petition in the Circuit Court of said county in the name of Minerva Putnam as Guardian of the said Ella Wilson praying for the sale of the said premises in Kansas City and that at the April Term of said Court in the year 1862 it having been shown to the Court the propriety thereof an order or decree was made by said Court authorizing and empowering said Guardian to sell said premises according to law and that on or about the

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sixth day of June A.D. 1862 after due notice of the time place ^{and} terms of sale the said Minerva Putnam duly sold said premises last above mentioned as such Guardian to Felix Beauchamp for the sum of \$1000⁰⁰ bid by him and that the said Minerva as such Guardian your orator writing with her therein on or about the 29th day of July 1863 executed unto the said Felix Beauchamp a good and sufficient deed of conveyance of said premises last above mentioned bearing date on or about the 6th day of July 1862 under and by virtue of said proceedings and Guardian sale conveying said premises to the said Felix Beauchamp in fee which according to the agreement above mentioned and the agreements and understandings between said parties was to be a compliance with the terms and conditions of said Title Bond. which deed and sale has been approved by said Court. But said Guardians deed was not accepted by said Beauchamp until the 7th day of September 1863

Your orator further represents unto your Honor that although the said premises lying in Nauvoo City above mentioned were at the time of said sale only worth from \$250⁰⁰ to \$300⁰⁰ yet your orator has secured to the said ^{minor} Ellen Wilson through her Guardian the sum of \$1000⁰⁰

Your orator further represents unto your Honor that on or about the 21st day of August A.D. 1862 a suit was instituted in the circuit Court of Nauvoo County aforesaid in the name of said Lottomille against your orator in an action of Debt for \$2000⁰⁰ debt and \$2000⁰⁰ damages and that on or about the 21st day of August 1862 a declaration was filed in said suit declaring upon said Bond above mentioned and alleging that your orator committed a breach of said Bond in not making a conveyance according to the terms and conditions thereof which suit is now pending in said Court and the prosecution thereof being urged

Your orator further represents unto your

9 Honor that on the 10th day of April 1862 the said proceedings instituted in the name of the said Guardian of the said minor had not been prosecuted to perfection no decree had been made therein and no sale made and after the sale was made above mentioned the said Guardian and your orator were ready and always stood ready afterwards to execute and deliver a good and sufficient Guardians deed of said premises to said Beauchamp or to any person entitled to the same although misunderstandings arose between the said parties by said Lotterville and Beauchamp refusing to pay the costs of said proceedings instituted in behalf of said Guardian.

Your orator further represents unto your Honor upon information and belief that the said Lotterville and Felix Beauchamp conspired and colluded with each other to oppress wrong and defraud your orator and while they insisted that your orator should cause said Guardians deed to be executed and delivered to said Beauchamp yet they refused to surrender said bond to your orator and your orator has been informed and believes that they secretly threatened to take undue advantage from your orator on account of supposed advantages in their favor from the way the papers above mentioned were drafted.

Your orator further represents unto your Honor that the said Lotterville did not always insist upon your orators causing such conveyance to be made to said Felix Beauchamp but for a time was completely silent upon it neither bidding or forbidding it to be done although talked to by your orator which your orator believes was because said Lotterville colluding as aforesaid was intending to catch him and wrong and defraud your orator but since then consented and directed such conveyance as aforesaid as your orator has been informed and believes.

And your orator further represents unto your

9 Honor that the said Lottenville before the making of said Guardians deed made an absolute title in fee of the said premises in said Kansas City above mentioned either to the said Felix Beauchamp or his said wife

And your orator further represents unto your Honor that your Orator has fully and completely performed everything ~~upon~~ his part to be performed by said agreement and has complied with the terms of said Bond according to the intention and meaning of said parties

Your Orator further represents unto your Honor that although said Beauchamp bid the said sum of \$1000⁰⁰ for the said premises in Kansas City at said sale and the said amount was put into the said Guardians deed as the consideration thereof. yet the said Beauchamp never paid said sum nor any part thereof in money nor in any way. And that the real consideration was the trade above mentioned and the recurring ^{of} the amount of said sum of \$1000⁰⁰ to the said Minor as above mentioned by your Orator

Your orator therefore prays that a summons may be issued against the said Antoine Lottenville Felix Beauchamp and Hermine Beauchamp his wife and that the said defendants be compelled to answer all and singular the matters and things set forth in this Bill. (but not under oath your orator hereby waives the necessity of their answering under their corporal oaths). And that your Honor will upon the final hearing of said cause decree that the said bond above mentioned shall be released cancelled and discharged and that the defendants and their attorneys and agents be restrained and enjoined perpetually from prosecuting said action at law above mentioned. or if your Honor shall deem more meet and proper reform and correct said bond according to the true and real agreement of the

parties as is above set forth and compel and discharge the same and compel the said defendants to specifically perform the agreements above mentioned and that your Honor will grant an Injunction restraining the said Antoine Lottenville & his Attorneys from the further prosecution of said suit at law and that your Honor will grant such other and further relief as equity and good conscience may require.

R. Murray & J. P. Benfield { R. Putnam
Solicitors for complt ~ }

State of Illinois {

Kankakee County {

Reuben Putnam being duly sworn deposes and says that he has heard the foregoing Bill read over to him and is acquainted with the contents thereof and the same is true in substance and in fact excepting those matters and things ^{therein} set forth upon information or belief and as to them he believes them to be true

sworn to & subscribed before me {

this the 12th day of Sept 1863 {

Elon Curtis Clerk {

by J B Welch Deputy {

R. Putnam

"A"

Bond for A DEED

Know all men by these Presents that I Reuben Putnam of the County of Kankakee and State of Illinois am held and firmly bound unto Antoine Lottenville of the County of Kankakee and State of Illinois in the Penal sum of Two Thousand and Dollars to be paid unto the said Antoine Lottenville his heirs executors Administrators or assigns. to which payment well and truly to be made I do bind myself

my heirs executors and administrators and every one
each of them jointly by these presents

sealed with seal this 9th day of April AD 1861

The condition of the above obligation is such that whereas
the above bounden Reuben Putnam has this day sold
to the said Antoine Lottenville his heirs and assigns for
the sum of one thousand dollars all the following des-
cribed Lot or parcel of land in the county of Kansas
and state of Illinois to wit

The North half of Lot or seven in Block
no Twenty Four in Kansas City Kansas county
Illinois the Payment of which one thousand dollars
has been made at the time and in the manner aforesaid
the said Reuben Putnam his heirs executors and
assigns covenant and agree to and with the said
Antoine Lottenville his heirs ^{administrators} executors and assigns
to execute a good and sufficient deed of conveyance in
fee simple free from all incumbrance with full
and proper covenants of warranty for the above described
premises one year from date. Now if the said Reuben
Putnam shall well and truly keep observe and perform
his said covenants and agreements herein contained on
his part then this obligation is to be void otherwise to remain
in full force and virtue

signed sealed and delivered
in presence of

Reuben Putnam

on the Back of which Bill is the following endorsement to wit

Filed Sept. 14th 1863

E. Curtis clerk

By J. B. Welch sept

And afterwards to wit on the 14th day of September
aforesaid AD 1863 - the same being one of the regular
days of the September term of said Circuit Court

12 for said year A.D. 1863 and the said Court
being then duly organized and sitting for the trans-
action of business the following proceedings were had
and entered of Record by said Court to wit:

1766. " Reuben Putnam }
75' } Bill In Chancery
" Antoine Lottenville }
" Felix Beauchamp } and now at this day comes
" Hermine his wife } to A Lake Solicitor and enters
" the appearance of the defendants and waives
" service of process - Whereupon on motion of J. P. Bonfield the com-
" plaints Solicitor it is ordered that the defendants do plead answer
" or demur to the complainants Bill of complaint within twenty
" days and it is also further ordered that the Complainant do
" file his Replication within Ten days after the expiration of
" the rule to answer and this cause is set down for trial at the
" next Term of this Court

And afterwards to wit on the 17th day
of October in the year A.D. 1863 aforesaid the said Defendants
by their Solicitor to A Lake did file in the office of our Clerk
of our Circuit Court their certain answer in the words
and figures following to wit:

The State of Illinois

Kankakee County

vs

Circuit Court in Chancery

The joint and several Answer of Antoine

Lottenville Felix Beauchamp + Hermine Beauchamp to
the Bill of Complaint of Reuben Putnam these septs saying
to themselves all + all manner of benefit or advantage of ex-
ception that can or may be had or taken to the many errors
uncertainties + imperfections in the said Bill contained
answer thereto or to so much thereof as these septs are advised
it is material or necessary for them to make answer - to
answering say that it is true that said P. V. Lott on or

about the 23^d of June AD 1857 did own so much of said Lot one & two & seven & eight in Block No 27 in the village of Aroma as is set forth in said Bill & that said Some sold the same as set forth in said Bill & that said Beauchamp to secure the sum of \$22.00 together with his wife gave to said Some a mortgage as set forth in said Bill & that notes were given with said mortgage as set forth in said Bill. They further say it is true as stated in said Bill that said mortgage was assigned to Chatfield Bridgley & Co & by them William Bridgley as stated in said Bill & that said Bridgley commenced suit in Chancery to foreclose said mortgage and as to the particulars of the decree that was rendered they refer the Court to the records of this Hon Court & they will be more correct than the memory of these defendants they further answering admit that said Reuben Putnam became the equitable owner of said mortgage before the rendering of said decree they further admit that Bridgley & wife quit claimed their title to said premises to said Reuben Putnam. They further admit that the said Beauchamp & Putnam made a trade or bargain for the final settlement of said Aroma Town property & the North 1/2 of Lot 7 in Block 24 in Newkane City which bargain was in the following words & figures to wit as contained in Exhibit "A" hereto attached and made a part of this answer - They further say that it is true that the papers were all made to said Antoine Lotterville and it is true that said Putnam & his wife did attempt to convey & did make a warranty deed of said premises in Newkane City to said Felix Beauchamp. They further answering say that said Putnam did execute and deliver a certain Bond or writing obligatory of which they believe a correct copy is set forth in Court Bill marked "A" and thereby bound himself to convey said premises in one year from the date thereof in the

penalty of \$2000. But they deny that there was any other agreement than the written agreement hereto attached marked "A" & made a part of this answer they say it is true if said Guardian Conveyance had been made in a year it would have been a compliance with the terms of said bond. They further say there was no mistake or ignorance ^{but was thoroughly explained & well understood by said Putnam} on the part of said Putnam, that he only had to convey or cause to be conveyed the whole & proper legal title to said premises within a year from the date of said bond to discharge the obligations of said bond & these depts say they were always ready and willing & anxious to have the same done & tried to persuade the said Putnam to do the same but that said Putnam Refused to do it to the great danger & inconvenience of these defendants. These depts admit that said Lottenville is but a nominal party.

These depts admit that said Putnam did by the consent & direction of said Lottenville deliver the possession of the said premises in Kansas City to the said Felix Beauchamp as alleged in said bill:

These depts further answering say that it was the understanding that to A Lake should file the bill and for Minerva Putnam, and obtain the proper decree and the said Beauchamp and all the other parties to the said transactions agreed that the said Lake should act as the Lawyer to attend to the business but these depts submit to the Court that by virtue of said agreement said Putnam ^{obliged} must pay said Lake his fees for said services although he was acting more particularly at the instance of said Beauchamp. These depts say that the only agreement made in relation to said fees was contained in said writing hereto attached except said Beauchamp said if the Court put it on him to pay he would pay it and the

Beauchamp now answering says if the said Bill had been given him according to the terms of said Bond he should have paid said Lake without calling on said Putnam in relation thereto. These depts further answer that it is true that said Minerva Putnam did sell said property as stated in said Bill on the 6th day of June A.D. 1862 and sell said premises to said Beauchamp for \$1000 bid by him. but then refused to give said Beauchamp the deed & never did give or offer to give the deed until the 29th day of July A.D. 1863 at which time the said Beauchamp refused to take said Deed having suffered great damages by not having it according to the terms of said Bond and that just before the filing of this Bill said deed was again tendered to the said Beauchamp & since that time has been in the possession of the said Lake. But the said Beauchamp is willing and now offers to take said deed in discharge of so much of the obligations of said Bond as are not affected by time but he claims that he has suffered one thousand Dollars damages by not having said deed by the time specified in said Bond which damages he desires the court to adjudge to him & decree to him on the final hearing of this case which are the same damages sued for by the said Lotterville against the said Putnam on the law side of the court They further say it is true that said Lotterville has quit claimed said premises to said Beauchamp as ^{said} in said Bill and they deny that said Putnam has complied with the terms of his said Bond but insist that he has violated the same as before stated. And these depts deny all & all manner of unlawful combination and confederacy wherewith they are by the said Bill charged without this that there is any other matter cause or thing in the said complainant's said Bill of complaint.

contained material or necessary for these depts to
make answer unto and not herein and hereby made
and sufficiently answered confessed traversed & avoided
or denied is true to the knowledge or belief of these depts
all which matters & things these depts are ready & willing
to aver maintain & prove as the Hon Court shall direct
& pray to be hence dismissed with their reasonable cost
& charges in this behalf most wrongfully sustained

C A Lake depts sol

"A"

April 9th 1861

An article of agreement made return into by and
between Phelix Beauchamp of the first part and Reu-
ben Putnam of the second part

The conditions of the above agreement in this they
agree to make a trade herein after described and entered
into all writings necessary to convey the title and releas
or claim all the property of such encumbrances as lay
over it - and the Party of the first agrees to pay the ex-
penses of all such conveyances and the writings incident
thereinto between the two parties - The conditions of the
above trade is such that Phelix Beauchamp the party
of the first part agrees to make or cause to be made
unto the said Reuben Putnam the party of the
second part a good and sufficient warranty deed
to the following described ^{Real Estate known and described} as follows to wit:

The South 1/2 of Lot no one and two and Lot
no seven and eight excepting 25 feet of the
west side of Lot no seven in Block no 27 sit-
uated the Town of Aroma County of Kansas
and State of Illinois - The party of the first Part
further agrees to deliver to the said Reuben Putnam
party of the second part peaceable possession of said

described premises together with certain other ^{and is made a part of this} property an Inventory of which is attached to this agreement clear of all Incumbrances whatever on the tenth day of April 1861

The party of the first part further agrees to pay to the Party of the second part ~~two Hundred dollars~~ In the manner herein described ~~to wit, one hundred dollars~~ within one year from from the 19th day of March last and one hundred dollars within two years from the 19th day of March last. The first one hundred dollars note to be drawn ten per cent Interest from date thereof - the second note six per cent Interest from date thereof both notes made safe by approved security and to pay the party of the second sixteen dollars in hand - And Reuben Putnam party of the second part In consideration thereof to make or cause to be made unto the said Phelix Beauchamp a good and sufficient warranty deed to the following described Real estate, to wit North half of Lot No 7 In Block No 24 In the Town of Kankakee City in the County of Kankakee and State of Illinois - and the party of the second part agrees further to deliver to the party of the first part three several notes payable to Peter T Lowe and signed by Phelix Beauchamp beginning date June 23^d 1857 and a mortgage to secure the payment of said notes and the party of the second part further agrees to sign the Lease of Butler and make over to the party of the first part. Putnam receiving the rent therefor two months or until the first day of June 1861.

The Party of the 2^d part agrees to give him the said Beauchamp Rent free the two upper rooms and Kitchen of the house ⁱⁿ which the said Putnam now lives and the stable on the same premises until the said miles lease is out until the said miles gives him

Posession at witch time the said Beauchamp agrees to give the said Putnam Reasonable Possession the said Putnam further agrees to withdraw the mortgage suit and pay the cost

In witness hereof and In further consideration of the same we have hereunto set our hands and seals this day and year above written

Real

Real

on the back of which answer is the following endorsement
to wit: "Filed Oct 17th 1863

E Curtis Clerk

by W B Welch sepf "

And afterward to wit: on the 19th day of November A.D. 1863 the said Complainant by Murray & Bonfield his Solicitors ^{comes} and files his Replication in the words and figures following to wit

State of Illinois }
Kankakee County }

Circuit Court of the December Term 1863

Reuben Putnam

vs

In Chancery

Antoine Cottenille

Felix Beauchamp ^{2d}

Hermine Beauchamp her husband -

And the said Reuben Putnam comes and says that the matter and things set forth in his said Bill of Complaint are true and a matter of fact

and that the matter and things set forth in the answer of the said defendants contrary thereto are untrue and this he is ready to make appear as by this Court shall be directed

By R N Murray &

J. P. Bonfield his Sol^r

on the back of which Replication is the following

19

endorsement do mit:

" Filed Nov 19. 1863

Elon Curtis clerk

by JTB Welch sepl

And afterwards do mit on the 7th day of December AD 1863 the same being one of the regular days of the December Term of the Kanikakee County Circuit Court for the said year AD 1863 and the said Circuit Court being then duly organized and sitting for the transaction of judicial business certain other Records and proceedings were had and entered of Record by said Court in the words and figures following do mit:

" Reuben Putnam

1766"

vs

Bill In Chancery

" Antoine Gottenville

" Felix Beauchamp 2^d

" Hermine his wife ~

"

"

"

"

"

Proofs

Now comes the complainant by Bonfield and Murray his solicitors and the defendants also come by C. A. Lake their counsel and by the agreement of the parties this cause is set for hearing at the Term of court upon the Bill answer Rejoinder and

And afterward do mit: on the 11th day of December AD 1863 the same being one of the regular days of the December Term of said Court. for said year AD 1863 and the said Court being then duly organized and sitting for the transaction of business the following proceedings were had and entered of Record in said Court do mit:

1766 " Reuben Putnam }
 " " Bill - In Chancery

" Antoine Lottenville and

" Felix Beauchamp and

" Hermine Beauchamp his
 " wife -

" the defendants also come by C. H. Lake their solicitor
 " and thereupon this cause came on for ^{final} hearing before the
 " court upon the bill - answers of the defendants. Replication
 " and proofs whereupon the defendants counsel enters his
 " motion for leave to file a cross Bill

And afterward To wit: on the 12th
 day of December A.D. 1863 the same being one of the
 regular days of the December Term of said Circuit
 Court for said County in and for said year A.D. 1863
 and the said Court being Regularly organized for
 the transaction of business the following proceedings
 were had and entered of Record by said Court. To wit:

1766 " Reuben Putnam }
 " " Bill - In Chancery

" Antoine Lottenville

" Felix Beauchamp and
 " Hermine his wife

" the motion of defendants to file a cross Bill being
 " before the Court and the Court having heard the arguments
 " of counsel thereon and being fully advised on the premises
 " said motion is overruled and leave to file a cross Bill denied
 " Thereupon on the final hearing the Court finds the equities
 " of the case with the complainant. It is therefore ordered
 " adjudged and decreed by the Court that the suit at law

of Antoine Sottenville Against the Complainant in
 this cause upon the Bond mentioned and set forth in
 the Bill of complaint in this cause be and the same is
 hereby perpetually enjoined. And that the said defendants
 be perpetually enjoined from bringing any other suit upon
 said Bond and that the said Bond be and is hereby
 cancelled ^{Released} and discharged and that the said Sottenville
 and Felix Beauchamp pay the costs of this suit so
 all of which opinion and rulings of the court the defendants
 counsel then and there excepts and prays an appeal
 of this cause from the circuit court of this county to the
 Supreme court of the State of Illinois which prayer for an appeal
 is granted upon defendants filing a Bond in the sum
 of Two Hundred dollars with Joseph Serresmay as
 security within Thirty days and the same time is given
 to file a Bill of exceptions

And afterwards do wit on the
 16th day of December in the year 1863 aforesaid the said
 Defendants by their Solicitor C. A. Lake did file in the office
 of our said Clerk his certain Bill of Exceptions in the
 words and figures following to wit

The State of Illinois

"A"

Kansas County & Circuit Court December Term A.D. 1863

In Chancery Cross Bill

To the Hon the Circuit Court within and for the county of Kansas
 in the State of Illinois In Chancery sitting.

Your orator Felix Beauchamp Antoine Sottenville & Herman
 Beauchamp humbly complaining shows to your Hon
 that Reuben Putnam filed his Bill of complaint in this
 Hon court at Sept Term A.D. 1863 whereby he prayed
 for an injunction to stay an action of debt then now
 pending on the law side of this court wherein the said
 Antoine Sottenville is Plaintiff and the said Reuben

Putnam deff. & the said Bill charges that the said Antoine Lottenville is a nominal party & your orators show that the said Antoine Lottenville is a nominal party and that the said Bond was made for the benefit of your orator. Felix Beauchamp your orator further shows that said Reuben Putnam & your orator sometime about the 9th day of April AD 1861 whereby your orator F Beauchamp traded to the said Reuben Putnam a Tavern Stand in Aroma Subject to a mortgage in favor ^{& afterwards} Bridgell & Co. bearing date on or about the 23^d day of June 1857 made to Peter & Lowe & assigned to said Bridgell & Co. by them to William Bridgell and afterwards to the said Putnam and that the said last assignment was made about the 27th day of November AD 1860. the said Bridgell filed a ^{Bill} complaint in the Circuit Court on the Chancery side thereof against the said Beauchamp & Hermine Beauchamp his wife praying for a foreclosure of said mortgage and alledging that there was \$1754 remaining due on said mortgage besides interest. And that at the April Term 1861 of said Circuit Court such proceedings were had thereon a decree was entered by said Court said decree was a part and parcel of an agreement & understanding between the said Putnam & your orator Felix Beauchamp whereby a trade was made the terms of which are fully stated in an exhibit attached to the answer to the original Bill in this case & marked "A" which said exhibit is hereby referred to and made a part of the Bill. Your orators further show that about that time the said P. Putnam became the equitable owner of said mortgage & said Bridgell & wife gave a quit claim deed of said Aroma Tavern property to said Putnam & that said Putnam made a trade with said Beauchamp to trade said Beauchamp the south half Lot No 7 in Block No 24 in Kenosha city for his

interest in said town property and some furniture
 which the said Putnam wanted to buy of said Beauchamp
 and that Minerva Putnam wife of the said Reuben
 had a dower interest in said Lot 7 & that one Ella Wilson
 minor daughter of said Minerva was the owner of said
 property in fee subject only to said dower interest & said
 Minerva & having ~~consented~~ ^{consented} to keep the building on said
 Lot 7 in repair & it being for the interest of said
 Minerva to dispose of it the said Putnam made a
 proposition to said Beauchamp which concluded between
 said Putnam & the said Beauchamp in a bargain
 that in substance as follows but more particularly set
 forth in exhibit "A" attached to the Answers of these
 your orators to the original Bill in this case said
 Bargain was as follows the said Beauchamp should
 convey said Acoma property to said Putnam together
 with a certain amount of furniture & house hold prop-
 erty & should pay the said Putnam \$200 and the
 said Beauchamp should have the premises in
 Hannakee City & that said Beauchamp should employ
 a Lawyer at his costs to make the conveyances & the
 papers incident thereto & the said Beauchamp should
 give the said Putnam possession of said Acoma
 Property It was also agreed that said papers should run
 to said Antoine Lottemille which was according
 done said Agreement bears date April 8th 1861
 in presence of said agreement said \$200 was
 paid said Putnam in the judgment notes of said
 Antoine Lottemille & said Putnam made and executed
 his Bond a true copy of which is attached to the original
 Bill in this case & marked "A" reference to which
 is hereby made & made a part of the Bill by which
 said Putnam Bound himself his heirs executors

& administrators in the sum of \$2000 to convey to said Antoine Lottenville in one year from that date by a good & sufficient deed of conveyance in fee simple the North 1/2 of Lot No 7 in Block No 24 in Newkane City Ill with full & proper covenant of warranty said Bond bears date April 9-1861

Your orators further show that was further agreed that said Putnam was to obtain through the Circuit Court a decree conveying the title to said Lot & should procure a guardians deed passing the title ^{to the} minor Ella Wilson and that the title was not regarded as conveyed by ^{virtue} ~~of~~ of said agreements until said Guardians conveyance was made. They further show that at the Term A.D. 1862 of the said Circuit Court said Lottenville commenced a suit on said Bond to recover the sum of \$2000 debt & \$2000 damages for not conveying said north half of Lot 7 in Block No 24 Newkane City which said suit is still pending on the law docket of this court they further show that said Putnam neglected & refused to procure said deed or deliver the same to your orator Antoine Lottenville & wholly refused to deliver said conveyance or allow it to be done within a year from said 9th day of April 1861 or at any other time until the 16th day of Oct 1863 when your orator believing or fearing that the said Putnam was becoming insolvent so that the moneys due from said Putnam on said Bond could not be collected & said Putnam having tendered said ~~and sometime~~ shortly before that he said Beauchamp did then take said deed not in satisfaction of all the damages due him said Lottenville for the breach of said Bond by the said Beauchamp having suffered one thousand dollars damages on account of the refusing to give the title within a year from

said 9th of April 1861 they further show that said Lottenville was a mere nominal party & that said F Beauchamp is the real party who was beneficially interested in said Bond & contract they further show that said Lottenville brought an action of debt on said Bond in this Court on the law side thereof on the 21 of August A.D. 1862 & that said Reuben Putnam on the 14 day of Sept 1863 filed his bill of complaint against your orator praying for an injunction against said Lottenville & to restrain him from prosecuting said suit & for a perpetual injunction against said Lottenville enjoining him from prosecuting said suit on said Bond alleging as a reason therefor that said Beauchamp was the real party & that said Lottenville was a nominal party only & alleging that said Putnam had not been guilty of any breach of said Bond. they further show that said Putnam had been guilty of a breach in said Bond by not delivering said deed a year from the date of said Bond & that said Beauchamp suffered damages on account thereof to the amount of ^{on} One thousand dollars they therefore pray that said Putnam may be compelled to answer all & singular the premises but not on oath his oath being hereby waived and that on the final hearing of this Bill the damages which your orator Beauchamp has sustained on account of the breaches of said bond may be adjudged to him & that he may have such other & further relief as equity may require

Antonie Lottenville
Felix Beauchamp &
Hermine Beauchamp
by their Sol. C. A. Sale

The State of Illinois }
Hauksbee County } Circuit Court of December Term A.D. 1863
Reuben Putnam }
vs }
Antonie Lottenville }
Felix Beauchamp & }
Hermine Beauchamp } The above entitled cause
Chancery December 11 - 1863

came on for hearing on Bill answer Replication
 exhibits and testimony of witnesses produced in open court
 The Bill and answer were read to the court. The complainant
 then to maintain the issue on his part proved by J. P. Bonfield esq
 that he tendered a guardians deed of the premises in Lot 7 Block
 24 in Kansas city to the seft Felix Beauchamp on the 7th
 day of September AD 1863 the same day that it was approved by
 the court whereupon the sal L A Lall for the seft admitted
 upon said trial that seft Beauchamp did take said seed
 some time in the month of Nov 1863 but not in full satis-
 faction of all damages he had sustained on account of said
 Putnam not delivering said deed on or before the 9th of April
 AD 1863 as he was bound by his said mtg obligatry to do -
 whereupon the court desired to know if it was the design to
 investigate the question of damages due Lollenwille for a breach
 of the Bond in question - counsel for sefts said it was
 & was so understood by counsel on both sides. Counsel for
 complainant said it was so far as the law would allow
 it to be done but they had made an agreement by which
 any legal rights were waived and they objected to any
 investigation of the question of damages and as there was
 a disagreement as to what the understanding was and
 the court decided that the relief sought for could not be
 obtained under the pleadings unless such was the agreement
 the counsel for sefts moved the court for leave to file a
 cross bill the object of which was to bring properly before
 the court the question of damages claimed to be due said
 Lollenwille for said Beauchamp on account of the breach
 of said Bond by said Putnam in not delivering said
 seed in a year from said 9th day of April 1861 said
 Counsel said he could prepare said Bill in 20 or 30
 minutes & wished leave to file it instantler the court

27

number

said he would take a little time^{to} consider the question as the counsel for the complainants objected^{to} the filing of said Cross Bill. the Court thereupon delayed the further hearing of said case from that time to wit December^{11th 1863} 12 - 1863 at which time the Court proceeded with the further hearing of said case as shown & counsel for Defts now called up the case and renewed his motion for leave to file said Cross Bill & informed said Court that he had said Bill drawn & ready to be filed & presented the same to the Court which said bill is hereto attached & marked "A" and made a part of this Bill of exceptions whereupon the Court refused to allow said Cross Bill to be filed. The Counsel on the part of the defence to maintain the issue on their part before moving to file a Cross Bill had offered the testimony of M B Doornis William Popple

Chasseur Joseph Gelins & ~~also~~ by whom they could give testimony tending to prove that said Putnam refused to deliver said seed that he was requested so to do on the part of said Defts that he prevented the delivery of said seed until in September 1863 and testimony tending to show that said Sotterville & Beauchamp had sustained a large amount of damages on account of not having said seed. on said 9th day of April A.D. 1861 but the said Court refused to hear said testimony holding that the same was immaterial under the Bill and answer & after overruling the motion to file a Cross Bill the Court held that the case made by the Bill answer Replication and the testimony of J P Bonfield (which testimony is all recited heretofore in the Bill of exceptions) entitled the complainant to relief prayed for in his said Bill of complaint and thereupon proceeded to render the final decree in this cause and did decree a perpetual injunction against the said Defts at law on said Bond and that these Defts pay the costs of this suit and there was no other proofs or testimony in said case except the testimony of J P. Bonfield say who testified

that he tendered said seed on the 7th day of September
 1863. Is all of which holdings rulings and
 deciding the septs except and pray that this their
 Bill of exceptions may be allowed & signed & sealed
 in that behalf and made a part of the Records of
 this cause which is done accordingly

C. R. Starr (Seal)

Judge of the 20th Judicial Circuit of the State of Illinois
 which said Bill of exceptions has the following endorsement
 on the Back

" Filed Dec 16 - 1863

E Curtis Clerk

by JRS Melh septy "

And afterwards to wit on the 19th day of December
 1863 the Defendants did file their certain Bond
 in the words and figures as follows to wit:

Know all men by these Presents
 That we Felix Beauchamp Hermine Beauchamp
 Antoine Lottenville & Joseph Demesmay of the County
 of Kansas in the State of Illinois one held on a firmly
 bound unto Reuben Putnam in the Penal sum of Two
 Hundred Dollars lawful money of the United States 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.

Witness our hands and seals this 18th day of December 1863.
 The condition of the above obligation is such that whereas the
 said Reuben Putnam did on the 14th day of December
 1863 before Kansas County Circuit Court for the said
 County of Kansas recover a judgment against the above
 bounden Felix Beauchamp Felix Beauchamp Hermine Beau-
 champ Antoine Lottenville for the sum of the ^{costs of suit} of perpetual
 injunction & against certain Bond & suit at law. from
 which judgment the said ^{Felix} Beauchamp Hermine

Beauchamp & Antoine Lottenville has taken appeal to the Supreme Court of the State of Illinois. Now if the said Felix Beauchamp Hermine Beauchamp & Antoine Lottenville shall prosecute their appeal with effect and shall pay whatever judgment may be rendered by the said Court upon demand or trial of said appeal then the above obligation to remain in full force and effect

approved by me at my office
this 19th day of December 1863
Elon Curtis' Clerk
by J. B. Welch septy

Antoine Lottenville (Seal)
Joseph Sevensmay (Seal)
Felix Beauchamp (Seal)
Hermine Beauchamp (Seal)

which Bond has an endorsement on the Back as follows to wit

Filed & approved Dec 19 1863

E. Curtis' Clerk
by J. B. Welch septy

State of Illinois
Kankakee County

I, Elon Curtis Clerk of the Circuit Court in and for said County in the State aforesaid do hereby certify the above and foregoing to be a full true and perfect transcript of the Record of the proceedings of the Circuit Court of said County in a certain cause lately pending in said Court wherein Reuben Putnam was Plaintiff and Antoine Lottenville, Felix Beauchamp and Hermine Beauchamp was defendants on the Chancery side of said Court as appears from the Records and files of said Court now in my said office. Attest my hand and the seal of our said Court hereto affixed at office in Kankakee City this 11th day of January AD 1864

Elon Curtis Clerk
By J. B. Welch septy



State of Illinois
Supreme Court
Third Grand Division

Anton Lottemielle
Felix Beauchamp &
Hermene Beauchamp Plaintiffs in Error
vs

Reuben Putnam Defendant in Error

And the said Plaintiffs in Error say
that there is manifest error in
the record and proceedings in the
above entitled case in this to wit

The Court erred in refusing to
allow ~~the~~ ^{the} Plaintiffs in Error to file
cross Bill

In deciding in favor of the complainant

In not deciding in favor of the respondents

In refusing to allow the respondents
to examine their witnesses to sustain
their answer

In decreeing a perpetual injunction against
the suit at law because the Bill Answer
application exhibits and testimony do not show
that complainant had performed all the

Obligations of bail bond even if no
defense was made

C A Lake Atty for
Atty in error

He was in the debt
in error, and says there is an error in
the record regarding record of the cause therein
mentioned, in manner & form as alleged

Thos P. B. Smith
Atty for debt in error

164 30

Reuben Putnam

vs

Antoine Sottenville

Felix Beauchamp & d

Hermine Beauchamp

"

Record

Filed April 18. 1884

L. Leland
Clerk