

No. 13195

Supreme Court of Illinois

Jones

vs.

Thompson

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 246.

Jones
vs
Thompson

1861

13195

1 Transcript of the cause of
Thomas Jones
vs

Samuel Thompson
Abram Stebbins
Emma R Thompson
+ Thomas Ellis Sheriff of
Marshall County

In Marshall County
Circuit Court.
Bill for Relief

Appeal to Supreme Court

Pleas before the circuit court of
Marshall County in the State of Illinois (on the
Chancery side thereof) at a term thereof began and
held at the Court House in the City of Saxon
in said County on Monday the seventh day
of May in the year of Our Lord One Thousand
eight hundred and sixty present, Hon. Mark
Bangs Judge of the 23^d Judicial Circuit of the
State of Illinois presiding. Henry Miller States
Attorney for said Judicial Circuit. Thomas Ellis
Sheriff of said Marshall County and James Wescott
Clerk of said Circuit Court.

Be it Remembered that complainant on the 22^d
day of Sept 1859 filed his Bill of complaint for relief
against Defendants in the words + figures follow
ing to wit:

State of Illinois
Marshall County & Circuit Court thereof of the Oc-
tober Term 1859

To the Honorable Mark Bangs Judge of the
said Circuit Court & Judge of the 23^d Judicial
Circuit of the State of Illinois in Chancery sit-
ting

Humbly complaining unto your Honor your

Orator Thomas Jones that on or about the third day of February in the year of Our Lord One Thousand eight hundred and fifty eight One Samuel Thompson of said county being indebted to your Orator in the sum of Eleven hundred & thirty nine dollars & forty nine cents made his promissory note for the sum last aforesaid to your Orator payable in one year from the date thereof with ten per cent per annum interest & delivered the same to your Orator as evidence of said indebtedness which will be produced & read in evidence on the final hearing of this cause & which your Orator prays may be made apart of this your Orators Bill of Complaint a copy of which note is hereto attached Marked Exhibit (A).

Your Orator further alleges that on the date last aforesaid, said Samuel Thompson being the owner in fee of Lot number Seven in Block number eighty One in Deane & Herthorns addition to the City of Lacon in the said County of Marshall and State of Illinois made his certain Deed of Trust under his hand & Seal in which Emma R Thompson his wife joined with him & released her right of Dower in said real estate and on the date last aforesaid duly acknowledged & delivered to your Orator the said Trust deed to better secure the payment of the said promissory note & interest thereon according to its tenor & effect which said deed of Trust contained a condition to the effect among other conditions that in case of default in pay

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ment of said note & Interest thereon according to its tenor & effect that your Orator might take possession of the premises aforesaid and sell the same at public sale at such hour & place as he might appoint upon giving thirty days previous notice by publishing the said sale in a public newspaper printed in the said County where the said premises are situated and upon such sale to make and deliver to the purchaser of said Real Estate a good & sufficient deed of Conveyance in the law in fee simple and out of the money arising from such sale after paying all reasonable expenses growing out of the said Trust and all taxes and assessments levied upon said premises to pay the amount then due upon said note which will more fully ^{or at large} appear by reference to the Copy of said Trust deed hereto attached marked Exhibit (B) which your Orator prays may be made a part of this his bill of complaint the Original whereof will be produced in evidence on the final hearing of this cause which Original ~~Deed~~ ^{Deed} was duly recorded among the records of deeds in the ~~in~~ the Office of the Recorder of said County in Book 36 at pages 118 & 119 on the 10th day of May A.D. 1858 your Orator further alleges that on the twenty fifth day of June A.D. 1859 the said note remaining wholly ^{due &} unpaid & said Samuel Thompson having made default in complying with all the covenants & ~~conditions~~ & conditions in said Trust Deed by him to be performed and your Orator as the Trustee for the said Samuel Thompson & Emma R. Thompson his wife having duly advertised said Real

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estate for sale as provided in said Trust Deed
 for more than thirty days previous to the day of
 sale thereof by publishing said notice in the Sacon
Intelligencer a Weekly Newspaper printed in the
 city of Sacon in said County (which will more
 fully appear by reference to said notice a copy
 of which is hereto attached marked Exhibit C) pro-
 ceed on the said twenty fifth day of June A D 1859
 in pursuance of said notice to sell said Real Estate
 in said Trust Deed described at the front door
 of the Court House in said County at public
 auction and Washington Cook bid therefor
 the sum of One thousand & fifty Dollars and
 he being the highest bidder said Real Estate
 was by me struck off and sold to him as the
 purchaser and upon such sale I did make ex-
 ecute & deliver to said Cook as purchaser afore-
 said a Deed of Conveyance for said Real estate
 as Trustee of said Samuel Thompson and Emma
 Thompson his wife thereby conveying to said Wash-
 ington Cook all the right title and interest
 of said Samuel Thompson and Emma R Thomp-
 son in & to said Real Estate in fee simple in pursu-
 ance of the trust in him vested by said Trust
 deed and did apply the proceeds of said sale
 in part payment of said promissory note after
 of the cutting the trust for sale will there not be sufficient of the proceeds of said
 sale to pay the full amount of the note & the costs & charges of
 paying the costs & charges of said Trust the said
 deed of Conveyance made by your Orator as trustee
 not being in the possession or under the control of
 your orator he cannot produce the same in ev-
 idence or make exhibits of the same as part
 of this his bill of Complaint. Your Orator would
 further represent that after the making execution
 & delivering of said deed of Conveyance to said Washington

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& Cook to wit on or about the twenty first day
 of September A.D. 1857. he purchased of said Wash-
 ington & Cook for the consideration of ten hun-
 dred & Seventy dollars the said Real Estate in
 said Trust Deed described and the said Wash-
 ington & Cook conveyed said Real Estate by deed
 of conveyance duly executed acknowledged & de-
 livered to your Orator in which deed of
 conveyance Eunice A Cook his wife joined &
 relinquished her right of Dower a copy of which
 deed last aforesaid is herewith exhibited (marked
 D) and which your Orator prays may be made
 part hereof the Original whereof will be pro-
 duced in evidence on the final hearing of this
 cause, Your Orator further represents that on
 or about the 17th day of October A.D. 1857. Carlos
 S. Greley & Daniel B. Hale recovered a judgment
 at law in the Circuit Court of the said County
 of Marshall against the said Samuel Thompson
 for the sum of four hundred and seventy one dollars
 debt and the costs of said suit and that on the sev-
 enth day of December A.D. 1857 an execution & Fee
 Bill were issued upon said judgment & delivered
 to the Sheriff of said County and that by virtue
 thereof of said Sheriff levied upon and sold the
 following described property as the property of Sam-
 uel Thompson to wit lots numbered two three four
five six & seven in Block Eighty one in Devore
 & Kenethorus addition to the City of Sacon afore-

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said for the sum of for the sum of four hundred and ninety seven dollars & ninety seven cents in satisfaction of said execution and fee bill and that the said Charles S. Greely and Daniel B. Gale the Plaintiffs in said suit at Law became the purchasers and that upon such sale last aforesaid said Sheriff executed & delivered to said purchasers a certificate of purchase for said Real estate dated on the thirteenth day of February A.D. 1858 being the day of the date of said sale on execution last aforesaid a copy of which Certificate of purchase with the assignment written on the back thereof as herein after mentioned are hereto attached (marked Exhibit E) which your Orator prays may be made part of this bill of complaint the Original whereof will be produced in Evidence on the final hearing of this cause.

Your Orator further Represents that on the third day of April A.D. 1859. he having at the time last aforesaid the legal title to said Lot seven in Block Eighty one in Devore & Heathorns addition to the City of Lacon aforesaid the property in said Trust Deed described and having a right to redeem said lot from said sale on execution did apply to Greenbury S. Fort. the attorney and agent of said Greely & Gale and bought in the said Certificate of purchase aforesaid so as to prevent the legal title in him vested in and to said Lot seven aforesaid by virtue of said

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Trust Deed from being divested by virtue of said sale upon said execution aforesaid being unable to redeem said Lot alone without purchasing said certificate and that he did at the time last aforesaid buy in said certificate and cause the same to be assigned to him by said Greely & Gale the holders thereof and Judgment Creditors aforesaid in writing on the back of said certificate for the consideration of five hundred & fifty six Dollars being the amount required to redeem said Real Estate so sold on Execution as aforesaid from such sale Whereby all the right title & interest in & to said Lot seven in Block Eighty one aforesaid vested in your Orator subject only to the right of Redemption from said Trust Deed and the right to receive a deed of conveyance for said lots two three four five & six in Block eighty One aforesaid from the said Sheriff should the lots last aforesaid be not redeemed according to law and a right to the redemption money therefor should the said last mentioned five lots be redeemed from said Execution sale Your Orator further represents that at ~~the~~ ^{the} May term on or about the fifteenth day of April in the Year AD 1859 your Orator entered into & took possession of said Real Estate in said deed of Trust described and leased the same with the buildings thereon to one Cornelius Perry

from & after the time ^{last} aforesaid at the rate of One hundred & fifty Dollars per year and that the said Perry is now in the possession thereof as such tenant of your orator

144 Your Orator further Represents that at the May Term of the Circuit Court of said County of Marshall one Abram S. Fishburne conniving with the said Samuel Thompson to injure & defraud your Orator procured the said Samuel Thompson to confess a Judgment in favor of him said Fishburne for the sum of fourteen hundred & ninety nine dollars and the costs of suit and caused an execution to be issued upon said Judgment on or about the second day of May A.D. 1859 & on the said second day of May A.D. 1859 caused Thomas Ellis Sheriff of said County to levy upon the said lots in said certificate of purchase described and said Abram S. Fishburne deposited with said Sheriff last aforesaid the sum of five hundred & sixty four Dollars & eighty seven cents and caused said Sheriff to advertise & offer for sale the lots last aforesaid and said Sheriff did on the fourth day of June A.D. 1859 offer said lots for sale and struck off & sold the same in mass to said Abram S. Fishburne for the sum so by him deposited with said Sheriff and upon such sale executed and delivered to said Fishburne a Deed of Conveyance for the whole of said

Lots including the Lot of your orator in
 said deed of Trust Described immediately up
 on sale thereof as aforesaid as the purchaser
 under the execution last aforesaid and said
 Abram S. Fishburn is claiming title to the
 whole of said Lots under & by virtue of said
 Deed made to him as last aforesaid and threat
 ens to enter upon said lot seven in said trust
 deed described & take possession thereof Whereas
 your Orator is the legal owner thereof and is
 in possession of said last mentioned lot & the
 buildings thereon with the appurtenances. Your
 Orator further saith that the deed of conveyance
 made by said Sheriff to said Fishburn is a
 cloud upon the title of your Orator. Your Or
 ator further alleges that at the time of the levy
 and sale of said lots on the last mentioned execu
 tion said Fishburn well knew that your Ora
 tor had purchased said Certificate of purchase
 from said Greeley & Gale and caused the same to
 be assigned & transferred to him as the Trustee
 of said Samuel Thompson under said deed of
 Trust and that the whole legal & equitable
 title to said lot seven was vested in him as
 Trustee aforesaid subject only to the equity
 of Redemption from said trust deed and that
 the said Lots two three four five & six, afo
 said were alone subject to Redemption from
 the sale on the first execution in favour

of said Greely & Gale Your Orator further alleges that at the time of the recovery of said judgment by said Abram S. Fishburn & against said Thompson said Thompson was not indebted to said Fishburn in the sum of Fourteen Hundred & Ninety Nine Dollars the amount for which said judgment was rendered as aforesaid nor in any sum whatever but that said judgment was fraudulently obtained to harass and cheat of our Orator out of his just claims against said Thompson & to deprive him of the title to the lots aforesaid which he had acquired by virtue of said Trust Deed and assignment of said certificate of purchase and to cast a cloud upon the title of your orator

Your Orator alleges that he is entitled to have and hold the title to lot seven aforesaid in fee simple & to have the quiet and peaceable possession thereof and to have the deed from the said Sheriff to said Abram S. Fishburn upon said lot set aside and annulled and that he is entitled to have a portion of the money paid by the said Abram S. Fishburn to the said last named Sheriff upon the purchase of said lots on the execution last aforesaid which sum of money should bear the same proportion to the whole sum paid by said Fishburn to the said Sheriff as the value of said lots two three four five & six bear to the value of

11 the whole of said lots sold on execution as aforesaid. And Your Orator saith that the said last described Lots 2, 3, 4, 5, & 6 are of the Value of eighteen hundred dollars and that the whole of said property together is of the value of Seventy Eight hundred Dollars and that he is entitled to the sum of three hundred & sixty three Dollars & thirteen cents out of the said sum of five hundred & sixty four Dollars & Eighty Seven cents deposited with said Sheriff. To the end therefore that the said Abram S. Fishburn & Samuel Thompson, Emma Thompson & Thomas Ellis Sheriff aforesaid and all others combining & confederating with them may upon their several Corporal Oaths full true direct and perfect answers make to all and singular the matters hereinbefore stated and charged as fully & distinctly as if the same were hereinafter repeated & they thereunto distinctly interrogated and that not only as to their separate Knowledge & remembrance but also as to the best of their several & respective ^{information} hearsay & belief and more especially that the said Abram S. Fishburn may answer

1st Whether there was any sum or sums of money due & owing from the said Samuel Thompson to him at the time he recovered judgment against the said Thompson at the

May Term of the Said Circuit Court of the County of Marshall as charged in the bill of Complaint. if you state particularly how much he then owed you, State particularly what was the consideration for the note given by him to you upon which you recovered said Judgment at law. State when said note was executed whether it was given upon settlement of a previous account existing between you & if so state particularly the items of accounts

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2^d State whether there was any agreement between you & said Thompson that you should redeem Lots two three four five six & seven in Block Eighty One in Severe & Henthorns addition to the City of Lacow & Convey the title by you acquired to him or to anyone for him and State particularly by the conversation or conversations between yourself & him with relation to the giving said note obtaining said Judgment at law and purchase or redemption thereof by you word for word as particularly as you can.

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3^d State what money you paid to said Sheriff of Marshall County when you bid off the said Lots or redeemed the same under your execution at law. State whether it was furnished by you or by said Thompson or where you obtained the money state fully and specifically

18 State whether there was any agreement between you and said Thompson that he would refund the money to you if you failed in getting title to said Lots or either of them.

~~24~~ 4th State whether you knew at the time you caused your execution to be levied upon the lots aforesaid for which you got a deed from said Sheriff or whether you afterwards learned and at what time (if at all) that said complainant had bought the certificate of purchase made by the Sheriff of Marshall County to Greeley & Gale for the aforesaid lots & taken an assignment thereof from said Greeley & Gale State particularly all you knew or heard about this matter and at what time &c State whether you learned from Greenbury S. Fort agent & attorney of Greeley & Gale any of ^{above} said facts. And that the said Samuel E. Thompson and Eunice R. Thompson his wife & Thomas Ellis Sheriff aforesaid may also full true and perfect answers make to the matters and things set forth in the said Bill of Complaint. That an account be taken of the amount of money which your orator is entitled to have and receive out of the sum deposited by the said Abram S. Fishburn in the hands of the said Thomas Ellis Sheriff of said County of Marshall upon his purchase

~~26~~ 14 of the real estate to him conveyed by said Sheriff & that the amount thereof be decreed to be paid over to him by said Sheriff, ^{that the conveyance made by the said Sheriff} to the said Abram S. Fishburn for lot seven in Block Eighty one in the city of Lacon aforesaid be set aside and nullified avoided & for nothing esteemed and that the title thereto be confirmed & established in your Orator. That the usual process of summons issue herein against the said Abram S. Fishburn Samuel Thompson Emma R Thompson & Thomas Ellis Sheriff aforesaid and that they be made defendants to this your orators bill of complaint and grant such other and further relief as may seem to be in accordance with equity and good conscience & as in duty bound your orator will ever pray &c

Richmond & Burns
Compells Solicitors

~~27~~ Copy of Note marked Exhibit (A)
#113949/100 Lacon February 3^d 1858
One year after date for value received I promise to pay Thos Jones or order the sum of eleven hundred & thirty nine dollars and forty nine cents with interest at ten per cent per annum

Samuel Thompson

~~48~~ 15 This Indenture Made this Third day of February
in the year of Our Lord One Thousand eight hun-
dred and fifty eight Between Samuel Thompson
and Emma R Thompson his wife of the City of the City
of Lacon Illinois of the first part and Thomas
Jones of Marshall County Illinois of the second
part Witnesseth That the said Samuel Thomp-
son is justly indebted unto Thomas Jones in the
sum of Eleven hundred & thirty nine dollars &
forty nine cents secured by one note bearing
even date herewith made by said Thompson to
said Jones payable in one year from date and
bearing interest at ten per centum per annum
Now Therefore These Presents Witness That the said
parties of the first part in order to secure the
prompt and punctual payment of the said one
promissory note herein before Specified according
to the tenor and effect, and in consideration of one
dollar to the said parties of the first ^{part} paid the re-
ceipt whereof is hereby confessed do hereby grant
bargain, sell and convey unto the said party of
the second part and to his heirs and assigns all
the following described premises situate lying and
being in the county of Marshall and State of
Illinois to wit: Lot Number Seven (7) in Block
Number Eighty One (81) in Devore and Henthorns
addition to the city of Lacon Illinois with all
and singular the tenements hereditaments and

Marked Exhibit B

appurtenances thereunto belonging or in anywise
 appertaining To have and to hold the above describ-
 ed premises unto the said party of the second part
 and to his heirs or assigns In Trust nevertheless
 for the following purposes to wit. In Trust In case
 default shall be made by the said parties of the
 first part, their heirs executors or administrators
 to pay the said note above mentioned according to
 the tenor and effect thereof then on application
 of the said party of the second part or the legal
 holder or holders of said note and having first giv-
 en Thirty days notice by publishing the same in a pub-
 lic ~~Weekly~~ newspaper printed in the County where
 said premises are situated then it shall and may
 be lawful for the said party of the second part his executors
 administrators; or attorney duly authorized to
 take possession of premises aforesaid and to sell
 the same or any part thereof at Public Sale at
 such hour and place as the said party of the se-
 cond part his executors administrators, or attorney
 may appoint or to adjourn said sale from
 time to time and, upon making sale as aforesaid
 to make and deliver to the purchaser or purchasers
 thereof a good and sufficient Deed or Deeds of
 Conveyance, in the law for the same, in fee simple;
 and out of money arising from such sale, after
 first paying all reasonable expenses growing out
 of the execution of the Trust aforesaid and all

17 taxes and assessments levied on the premises aforesaid, or on such parts thereof as may be sold for the purpose aforesaid to pay the said party of the second part his Representatives executors or administrators, or the legal holder or holders thereof the amount which may then be due on said Note above mentioned, for principal and interest, ^{and} ~~and~~ ^{of the proceeds of such sale} ~~and~~ ^{during the overplus, (if any there should be)} unto the said party of the first part, or his heirs, executors or administrators. In case no default is made in the payment of the aforesaid Note then this Conveyance shall be null and void. In case the aforesaid Note and all costs and reasonable expenses of the said Trust shall be satisfied by the sale of part of the premises aforesaid then the title to and the right of entry in the unsold residue of the premises aforesaid shall vest absolutely in the parties of the first part, and the said unsold residue shall be fully discharged from all liens created by the Trust aforesaid. And the said Saul Thompson and Emma B Thompson his wife party of the first part for themselves and their heirs executors and administrators do hereby Covenant to and with the said party of the second part and his executors or administrators and to and with the purchaser or purchasers at the sale aforesaid, that at the time of the executing and delivering of the pres

ents are well seized of the premises above conveyed as of an indefeasible estate of inheritance in the law, in fee simple, and that that the same are free from all incumbrances, of what nature soever; and against all and every person or persons lawfully claiming or to claim the whole or any part thereof Will forever Warrant and Defend and that they will during the continuance of these presents pay all taxes and assessments levied on the above described premises, or any part thereof before any advertisement or charges accrue against the said premises.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

Signed Sealed and
Delivered in Presence of

Samuel Thompson 
Emma R Thompson 

State of Illinois }
Marshall County } ss. I James Mescott Clerk of the
Circuit Court in and for said County do certify
that on this day personally appeared before me
Samuel Thompson and Emma R Thompson his wife
whose names appear subscribed to the foregoing
deed of Trust as having executed the same, who
are personally known to me to be the real persons
who and in whose names the acknowledgement
is proposed to be made and acknowledged the

19 the execution thereof as their voluntary act and deed for the uses and purposes therein expressed and Emma R Thompson wife of the said Samuel Thompson having been by me made acquainted with the contents of said Deed, and by me examined separately and apart from her said husband whether she had executed the same and relinquished her dower to the lands and tenements therein mentioned acknowledged that she had done so voluntarily and freely and without compulsion of her said husband and does not wish to retract.

LS

Given under my hand and seal of office at Lacon this Third day of February A D 1858.

James Wescott Clerk
By Lewis B. Dutton Deputy

29 State of Illinois }
Marshall County } ss I James Wescott Clerk of the Circuit Court and Ex-Officio Recorder for said County do hereby certify that the instrument of writing hereto attached and which purports to have been executed by Samuel Thompson & wife to Thomas Jones was filed in said Office for Record on the Tenth day of May A.D. 1858 at 9 1/2 O'clock A.M. and that the same was this day duly recorded in Book F at pages 118 & 19

LS

In Testimony Whereof I have hereunto set my name and affixed the seal of said court at Lacon in said County on this Eleventh day of May A.D. 1858

James Wescott Clerk

Trustees Sale.

Notice is hereby given that on the third day of February A D 1858 Samuel Thompson was indebted to Thomas Jones in the sum of Eleven hundred and thirty nine Dollars and forty nine cents and as evidence of said indebtedness gave his promissory note of the date aforesaid, payable to said Jones in one year from the date thereof, with interest at ten per cent per annum and to secure the prompt payment of said note and interest made and delivered to said Thomas Jones, his Deed of Trust for Lot No Seven (7) in Block No Eighty one (81) in Deane and Henthorn's addition to the City of Sacou in the County of Marshall, and State of Illinois with the hereditaments and appurtenances thereunto belonging in which deed of Trust Emma A Thompson his wife joined and released the right of Power and did in and by said Deed of Trust authorize and empower the said Thomas Jones in case default should be made in the payment of said promissory note according to the tenor and effect thereof on his own application or that of the holder of said note after having given thirty days notice by publication in a public newspaper printed in said county to take possession of and sell said premises or any part thereof at Public Sale, at such time and place as the said Trustee should appoint, and upon making such sale to make and deliver to the purchaser

(Marked Exhibit B)

21 thereof a good and sufficient deed of conveyance in fee simple and out of the money arising from such sale to pay all reasonable expenses of the trust aforesaid and all taxes levied on said premises sold and to pay said note and the surplus if any to the party of the first part (among other provisions in said Trust Deed specified) which will more fully appear from said deed of Record in Book X of the Records in the Office of the Recorder of said County at pages 118 and 119.

Now Therefore said promissory note and interest remaining wholly due and unpaid J. Thomas Jones Trustee as aforesaid being the owner of said promissory note, will in pursuance of and in accordance with the powers vested in me by said Trust Deed on the 25th day of June next at the hour of two O'clock P. M. proceed to sell at public auction at the West Door of the Court House, in the City of Lacon in said County of Marshall for cash in hand the above described Real estate in said deed described and all the right title and interest of the said Samuel Thompson and Emma R Thompson his wife therein or so much as may be necessary to pay said note and interest and the costs of executing said Trust and the taxes assessed thereon as provided by said Trust Deed and will as empowered by said deed convey the premises so sold to the purchaser or purchasers

22 thereof

Thomas Jones

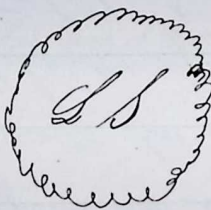
Trustee for Samuel Thompson and Emma R Thompson
Lacrosse May 24, 1859

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This Indenture Made this twenty first day of September in the year of Our Lord One Thousand Eight hundred and fifty nine between Washington Cook and Eunice A Cook of the County of Marshall and State of Illinois of the first part and Thomas Jones 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 ten hundred and seventy (1070) Dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the the sealing and delivery of these presents the receipt whereof is hereby acknowledged have remised released sold and forever quit Claimed and by these presents do remise release, sell and forever quit Claim unto the said party of the second part and to his heirs and assigns forever all of lot number seven (7) in Block number Eighty one (81) in Devore and Kenthorns addition to the City of Lacrosse So have and to hold the above described premises, with all the privileges and appurtenances thereunto belonging to them the party of the second part his heirs and assigns forever. In Witness

23 Whereof the said parties of the first part have
hereunto set their hands and seal the day and year
first above written

Signed Sealed and delivered in presence of }
State of Illinois } Washington & Cook 
Marshall County } ss. Eunice A Cook 

I James Mescott Clerk of the Circuit
Court within and for said County do certify that on
this day personally appeared before me Washington
& Cook and Eunice A Cook whose names appears
subscribed to the foregoing deed of conveyance as how-
ing executed the same who are personally known to
me to be the real persons who and in whose names
the acknowledgement is proposed to be made and
acknowledged the execution thereof as their voluntary
act and deed for the uses and purposes therein expressed
And Eunice A Cook wife of the said Washington &
Cook having been by me made acquainted with
the contents of said deed and by me examined separately
and apart from ^{her} said husband whether she had executed
the same and relinquished her dower to the lands and
 tenements therein mentioned acknowledged
that she had done so voluntarily and free-
ly and without compulsion of her said
husband and does not wish to retract. Given under
my hand and seal of office at Lacon this twenty
first day of September A D 1859

James Mescott
Clerk

24 ~~24~~ Copy of Certificate of Purchase Marked
State of Illinois, Marshall County ss
I, Henry L. Grane Sheriff of said County do
hereby certify that by virtue of a certain writ
of ~~Fi Fa~~ execution & fee bill for defendants
costs to me directed and delivered by the
Clerk of the Circuit Court of said County
dated December the 7th A.D. 1857 in favor of
Charles S. Greely & Daniel B. Dale and against
Samuel Thompson for the sum of Four hundred
and eighty Dollars and nineteen cents Debt
and interest and five dollars and five cents costs
& \$12.73 accruing costs I did in pursuance of the
Statute in such case made and provided on
the thirteenth day of February A.D. 1858 offer
at Public Sale at the Door of the Court House
in said County the following described Real
Estate to wit. Lots No. 2, 3, 4, 5, 6, 7 in Block
No. 81 in Henthorns addition to the Town (now
City) of Lacon in said County of Marshall
& State of Illinois and having first offered
each of said Lots separately & having no bid
did offer the whole number together & the plain-
tiffs herein by their attorney G. L. Fort having
bid the sum of four hundred & ninety seven
Dollars & ninety seven cents and being the
highest and best bidder they became the
purchasers. Now if the lots so sold should not

(Marked Exhibit C)

25 be redeemed within fifteen months from this date according to law then the said plaintiffs Greely and Gale will be entitled to a deed for the same Given under my hand and seal this thirteenth day of February 1858. Henry L. Crane Sheriff of Marshall County Decs

Copy of assignment of said certificate of Purchase For & in consideration of five hundred and fifty six Dollars We assign the within certificate of purchase to Thomas Jones and do hereby authorize ^{the Sheriff} of Marshall Co Ill. to convey the within Real Estate to him should the same not be redeemed from said sale on expiration April 18th 1859 Greely & Gale

Upon filing the above Bill in the above entitled cause, summons was issued to the Defendants which is in words, figures, and characters as follow to wit:

The People of the State of Illinois,

To the Coroner of Marshall County Greeting:
We command you to summon Abram S. Fishburn Samuel Thompson Emma R Thompson and Thomas Ellis Sheriff of Marshall County Illinois. To appear before our Circuit Court on the first day of the next term thereof; to be held at Lacon within and for the County of Marshall on the First Monday of October A. D. 1859 then and there, in our said Court to answer the matters contained in a certain Bill filed in said court on the chancery side thereof by Thomas Jones for Relief



Hereof fail not and make due Return of your doings hereon. Witness James Wescott Clerk of Our said Court and the seal thereof at Lacon this 22^d day of September in the year of our Lord one thousand eight hundred and fifty nine James Wescott Clerk
By Lewis B. Dutton Deputy

Copy of Assignment of certificate of purchase, (Exhibit C)

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Upon which appears the following indorsement to wit:

35

I have served this writ by delivering a true copy of the same to the within named Abram S. Fishburn Emma B. Thompson & Thomas Ellis Sheriff of Marshall County Illinois on this 23th day of September A D 1859 as within commanded.

J. L. Gore Coroner of Marshall Co
Ill

I have served this writ by delivering a true copy of the same to the wife of the within named Samuel Thompson at his usual place of abode who is a white person & over the age of ten years & made known to her the contents of the same on this 23th day of September A D 1859 said Thompson not being found.

J. L. Gore Coroner of Marshall County Illinois

Whereupon at the October Term of the Marshall County Circuit Court A. D. 1859 comes Samuel Thompson one of the defendants herein and files his separate answer to the foregoing bill of Complaint for Relief, which is in words and figures following to wit:

Thomas Jones
v. o
Samuel Thompson
Emma B. Thompson
A. S. Fishburn
Thomas Ellis Sheriff,

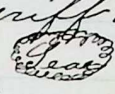
State of Illinois Marshall County
Circuit Court thereof Of October
Term A D 1859
Bill for Relief

The separate answer of Samuel Thompson one of the above named Defendants And the said Samuel Thompson now comes and saving and reserving to himself all manner of exceptions to the many errors in said complainants Bill named says that on or about the 3^d day of February 1858 he was in

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27 debited to the complainant in the sum of Eleven hundred and thirty nine dollars and forty nine cents and made his promissory note for the said sum payable in one year from the date thereof with ten per cent per annum interest and delivered the same to complainant as charged in said complainant's Bill.

St. Respondent admits that on the same day he had the legal title to lot seven in Block Eighty One in Devone & Henthorns addition to the City of Lacon in Marshall County Illinois and made the Trust Deed or Mortgage as charged in said Bill of Complaint & that his wife Emma R Thompson joined with Respondent and Released her dower in and to said Lot and that the said Mortgage was acknowledged and delivered as charged in said bill said respondent does not ^{know} whether the copy attached to said bill is correct or not and asks that the complainant may be compelled to procure the Original on the trial hereof. said respondent avers and charges the fact to be that at the time of the making said note and mortgage by respondent & wife to complainant that he informed said complainant that that the said Greely & Gale had a judgment against this respondent in the circuit court of Marshall County and that an execution was issued upon the same and placed in the hands of the Sheriff of Marshall County and by him levied on lot seven in Block No Eighty One and other lots in Devone & Henthorns addition to the City of Lacon in said county of Marshall and said respondent further charges that he informed complainant that lots two three, four five six & seven in said Block Eighty One in said addition had been sold by the Sheriff of Marshall County to satisfy the execution in favor of said Greely and Gale and also informed said complainant when the twelve months

25 be redeemed within fifteen months from this date according to law then the said plaintiffs Greely and Gale will be entitled to a deed for the same Given under my hand and seal this thirteenth day of February 1858. Henry L. Crane Sheriff of Marshall County Decs 

Copy of assignment of said certificate of Purchase For & in consideration of five hundred and fifty Six Dollars We assign the within Certificate of purchase to Thomas Jones and do hereby authorize ^{the Sheriff} of Marshall Co Ill. to convey the within Real Estate to him should the same not be redeemed from said sale on expiration April 18th 1859 Greely & Gale

Upon filing the above Bill in the above entitled cause, summons was issued to the Defendants which is in words, figures, and characters as follow to wit:

The People of the State of Illinois,

To the Coroner of Marshall County Greeting:
We command you to summon Abram S. Fishburn Samuel Thompson Emma R Thompson and Thomas Ellis Sheriff of Marshall County Illinois. To appear before our Circuit Court on the first day of the next term thereof; to be held at Lacon within and for the County of Marshall on the First Monday of October A. D. 1859 then and there, in our said Court to answer the matters contained in a certain Bill filed in said court on the Chancery side thereof by Thomas Jones for Relief



Hereof fail not and make due Return of your doings hereon. Witness James Wescott Clerk of our said Court and the seal thereof at Lacon

this 22^d day of September in the year of our Lord one thousand eight hundred and fifty nine James Wescott Clerk
Lewis B Dutton Deputy

Copy of Assignment of certificate of purchase, (Exhibit C)

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Upon Which appears the following indorsement to wit:
I have served this writ by delivering a true copy of the same to the within named Abram S. Fishburn Emma R. Thompson & Thomas Ellis Sheriff of Marshall County Illinois on this 23th day of September A D 1859 as within commanded.

J. L. Gore Coroner of Marshall Co Ill

same

35 1/2

I have served this writ by delivering a true copy of the same to the wife of the within named Samuel Thompson at his usual place of abode who is a white person & over the age of ten years & made known to her the contents of the same on this 23th day of September A D 1859 said Thompson not being found.

J. L. Gore Coroner of Marshall County Illinois

Whereupon at the October Term of the Marshall County Circuit Court A. D. 1859 comes Samuel Thompson one of the defendants herein and files his separate answer to the foregoing bill of Complaint for Relief, which is in words and figures following to wit:

Thomas Jones
v.
Samuel Thompson
Emma R. Thompson
A. S. Fishburn
Thomas Ellis Sheriff

State of Illinois Marshall County
Circuit Court thereof Of October
Term A D 1859
Bill for Relief

The separate answer of Samuel Thompson one of the above named Defendants And the said Samuel Thompson now comes and saving and reserving to himself all manner of exceptions to the many errors in said complainants Bill named says that on or about the 3rd day of February 1858 he was in

36

27 debted to the complainant in the sum of Eleven hundred and thirty nine dollars and forty nine cents and made his promissory note for the said sum payable in one year from the date thereof with ten per cent per annum interest and delivered the same to complainant as charged in said complainants Bill.

~~96~~ Respondent admits that on the same day he had the legal title to lot seven in Block Eighty One in Devone & Henthorns addition to the City of Lacon in Marshall County Illinois and made the Trust Deed or Mortgage as charged in said Bill of Complaint & that his wife Emma R Thompson joined with Respondent and Released her dower in and to said Lot and that the said mortgage was acknowledged and delivered as charged in said bill said respondent does not ^{know} whether the copy attached to said bill is correct or not and asks that the complainant may be compelled to procure the Original on the trial hereof. said respondent avers and charges the facts to be that at the time of the making said note and mortgage by respondent & wife to complainant that he informed said complainant that that the said Greely & Gale had a Judgment against this respondent in the circuit court of Marshall County and that an execution was issued upon the same and placed in the hands of the Sheriff of Marshall County and by him levied on lot seven in Block No Eighty One and other lots in Devone & Henthorns addition to the City of Lacon in said county of Marshall and said respondent further charges that he informed complainant that lots two three, four five six & seven in said Block Eighty One in said addition had been sold by the Sheriff of Marshall County to satisfy the execution in favor of said Greely and Gale and also informed said complainant when the twelve months

would expire in which this Respondent had a right to release the same from said sale and that this Respondent would not redeem the same and that complainant would have to look out for his interest therein. Respondent further answering says and charges the fact to be that the said complainant on the 12th day of April 1859 sold said lot seven in said Block 81 in Devoe & Nenthorn's addition to the City of Sacro in Marshall County Illinois to Joseph H Johnson for the sum of Two hundred and Seventy & Seventy five dollars and that he credited the amount of said sale upon the ~~amount~~ ~~the~~ note complainant held against respondent deducting from said amount what complainant claimed as costs and charges for selling the same and that said note was by complainant sued and that at the May Term A.D. 1859 of the Circuit Court of said Marshall County and on the 12th day of May complainant recovered a judgment against respondent for the sum of \$1038 ⁷⁴/₁₀₀ on said note. Respondent admits that complainant on the 25th day of June 1859 sold said lot at the door of the Court House, does not know whether or not the same was sold in pursuance of the notice attached to said Bill and requires proof thereof. he admits that the same was bid off by Washington E. Cook and conveyed by said complainant to said Cook and by said Cook & wife to said complainant and prays that the Original Deed may be produced on the trial hereof this respondent denies that any sale was made by said complainant to said Cook and charges that no such sale was made and that no money was paid by said Cook to said complainant and that if any money was paid the same was a sham and that no money was paid by complainant to Cook except Twenty Dollars which if paid

29- was paid by complainant to said Cook for his trouble in acting as the agent of said complainant. Said Respondent Charges that said Cook in bidding off said lot was acting as the agent of said complainant and that said lot was in fact bid off for the release and benefit of said complainant.

39- Respondent admits that said Greely & Gale recovered a judgment against respondent in the Circuit Court of Marshall County as charged in said Bill and on the day charged in said Bill and for the amount charged in said bill and that execution was issued as charged in said bill & delivered to the Sheriff of Marshall County and that by virtue thereof the said Sheriff levied up on and sold the lot described ^{in said bill} to said Greely and Gale for the sum of Four hundred and ninety seven dollars and ninety seven cents and that said Sheriff has executed & delivered a certificate of purchase dated February 13th 1858, to said Greely & Gale. Now Respondent does not know whether or no the same is correctly set forth in said Bill and asks that the original may be produced on the trial hereof. Respondent admits that he heard that said Greely & Gale had on the 18th day of April 1859 assigned the said Certificate of purchase to complainant but did not hear it until long after that time does not know how much they gave for said assignment and requires proof of said sale and assignment. Respondent denies that complainant had the legal title to Lot 7 in Block 87 in Devones & Kenthorns addition to Lacom at that time. Respondent avers and Charges that at the time of the assignment of said certificate of purchase from Greely & Gale to complainant the 12 months in which this respondent had a right to redeem

had expired, respondent further charges that said complainant might have redeemed said lot from said Greely & Gale before the expiration of said 12 Months from the day of sale. Respondent further charges that he notified said complainant before the expiration of said 12 months from the day of sale to Greely & Gale and time enough and time enough for compt to have redeemed within said 12 months and that this respondent could not redeem from said sale. Respondent denies that the said complainant entered into the possession of said lot on the 12th day of April 1859 or that he leased the same to Cornelius Perry, respondent admits that at the May Term A.D. 1859 of the Circuit Court of Marshall County Abram S. Fishburn recovered a judgment against respondent for the sum of Fourteen hundred and ninety nine dollars and the costs of suit and denies that the same was fraudulent but charges that the same was bona fide and that on the same day an execution was issued upon said judgment and delivered to Thomas Ellis Sheriff of said County.

Respondent

has been informed and supposes it is true that the said Sheriff levied on the lot in the certificate of purchase described in compt Bill named and that the said defendant Fishburn with the said Sheriff the money named in said bill and that the Sheriff advertised said lot for sale and did sell the same to said Deft Fishburn as charged in said Bill and that he made executed & delivered to said Fishburn a deed for said lot and that said Fishburn is claiming title by virtue of said sale and that he is in possession of said lot. Respondent denies that said deed by the said Sheriff to said

31 Fishburn is a cloud upon the title of complainant from the fact that complainant had no title to said lot. Respondent does not know whether said Fishburn at the time of said sale knew Compt had an assignment of the certificate of purchase from Greeley & Gale or not

45 Respondent denies that at the time of the entering the judgment in favor of said Fishburn and against respondent he was not indebted to said Fishburn but charges that he was indebted to said Fishburn in the full sum for which judgment was rendered against respondent - Respondent denies that the said judgment was rendered to cheat and defraud the complainant or any other person

46 Respondent denies that Complainant is entitled to have the deed from the Sheriff to said Fishburn annulled and denies that complainant is entitled to the possession. Respondent admits that he supposes the said complainant or his assigns is entitled to said Redemption money in the hands of said Sheriff. Respondent denies that said lots 2 x 3 x 4 x 5 x 6. are of the value of Eighteen hundred dollars and admits that said lot 7 is of the value of \$1000 ⁰⁰/₁₀₀ - Respondent denies that on the 25th June complainant had any title whatever in or to said lot or had any lien upon the same and that all his claim had been satisfied by the judgment of the Circuit Court of said County of Marshall and this Respondent having fully answered asks that he may be discharged with his costs

47 Ramsey & Miller
for Defendant
State of Illinois }
Marshall County } Samuel Thompson being first
duly sworn deposes and says that all the several matters in the foregoing answer which are sta

ted as from the information of others he believes to be true and that all the several other matters and things therein set forth are true in substance and in fact

Sworn to and Subscribed
before me this 10 day of Oct Samuel Thompson
toher A D 1859

Silas Ramsey
Notary Public,

Also at the October Term of the Marshall County Circuit Court A D 1859 came Abram S. Fishburn one of the Defendants herein and files his separate answer to the foregoing bill of complaint for Relief which is in words and figures following to wit:

Thomas Jones

vs

Samuel Thompson

Emma B Thompson

A S. Fishburn

Thomas Ellis Sheriff

State of Illinois. Marshall County and Circuit Court thereof
of October Term A D 1859

Bill for Relief

The separate answer of Abram S. Fishburn one of the above named Defendants
The said Defendant Abram S. Fishburn saving and reserving all manner of exceptions to the many errors imperfections in the said complainant's bill mentioned for answer to so much thereof as this respondent is informed that it is material for him to answer, for answer says that he does not know whether or not the said defendant Thompson was indebted to the complainant

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on the 3rd day of February A.D. 1858. One thousand One hundred and thirty nine dollars or any other sum whatever or has he gave to said Jones the promissory note payable in one year from that date with ten per cent interest now whether or no he delivered the same to said complainant this respondent requires proof thereof and he avers that he is informed and believes that if any such indebtedness existed and if any money was due ~~due~~ from said defendant Thompson to said Complainant the same ~~is~~ ^{was} a portion thereof ~~at~~ ^{was} usurious interest on money before that time loaned by said complainant to said Deft Thompson. Said Respondent further answering says that on the said day the defendant Thompson did have the legal title to lot number Seven in Block number eighty One in Devores & Henthorns addition to the City of Lacrosse in said Marshall County subject to liens hereinafter mentioned. Said respondent admits that the said defendant Thompson did make his certain Deed of Trust or Mortgage in which the defendant Emma R Thompson the wife of said Defendant Samuel Thompson joined and released her dower and that the same was acknowledged and delivered to the complainant and that said deed was as is represented and set forth in said Complainants Bill of complaint and your respondent prays that said complainant may be compelled to produce said deed or mortgage upon the trial hereof Your respondent avers and charges that the said deed was a Deed of Mortgage made by defts Thompson to complainant

Respondent admits

that he supposes said Mortgage was recorded in Book E at pages 118 & 119 on the 10th day of May 1858. Your respondent charges that the said

complainant did on the 12th day of April 1859 at the door of the Court House in Sacou in said county after having given a notice of the time place & terms of said sale a copy of which is hereto attached and marked Exhibit A and which respondent makes a part of his answer proceed to sell said lot to one Joseph H Johnson and did sell the same to said Johnson for the sum of Two Hundred and Seventy five Dollars and that said complainant credited the amount of said sale upon the said note made by said Thompson to said Complainant after deducting what he claimed as costs and charges for selling the same Your Respondent further charges that said complainant commenced a suit against the Deft Thompson in the Circuit Court of Marshall County upon said note and that at the May Term thereof 1859 and on the 13th day of May he obtained a Judgment against Defendant Thompson for the sum of Ten Hundred & thirty eight & 7/100 Dollars being as complainant claims the ballance due upon said note after deducting the amount of said sale all of which will appear by reference to the records of said Court and to said note which is not on file in said Court, and which your respondent charges is in the custody of complainant or his attorneys and which Respondent prays they may be compelled to produce on the trial hereof

Your respondent Charges that on the 21st day of June 1859 the said note was fully paid and satisfied by the sale and the Judgment herein before named — Your respondent admits that Complainant made the sale as charged in his said Bill. But do not know whether he gave due notice or not Your respondent charges

35 that said sale was made by said complainant and that the said lot was by him Struck off to Washington E Cook or the agent of complainant respondent admits that complainant did make some kind of a deed to said W. E. Cook for said Lot but that said deed is not in the custody or control of respondent and charges that said deed is in the custody or control of Compt and prays that complainant may be compelled to produce the same on the trial hereof. Respondent admits that the said Washington E Cook and wife made to Compt a Quit claim Deed but does not know whether or not the same is correctly set forth in complainants bill and prays that Compt may be compelled to produce the Original on the trial hereof. - Now Respondent denies that any money passed from said W. E. Cook to said Jones at the time of said sale and charges that said Cook paid no money to said complainant for the purchase of said Lot and that no money was paid by said Complainant to said Cook at the time the Deed was made by said Cook to Complainant or at any other time for said lot except said complainant paid said Cook the sum of Seventy Dollars. And respondent charges that Compt paid said Cook Twenty Dollars for acting as the agent of said Complainant in said sale. Now respondent further charges that he caused the said Complainant Jones and said Cook and all other persons at said sale and before the selling of said lot to be notified that this respondent was the owner of said Lot and that he claimed & owned the same by virtue of a deed from the Sheriff of Marshall County that the

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this
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respondent, had redeemed the same as a Judgment creditor from Greely and Gale who were purchasers thereof under and by virtue of an execution issued by the clerk of the Circuit Court of Marshall County on a Judgment rendered in said Court at the October Term A D 1887 in favor of said Greely & Gale and against the said Samuel Thompson. Said respondent admits that the statement in relation to Greely and Gale obtaining a Judgment against said Thompson the issuing of an execution thereon and the selling of lots two three four five six and seven in Block eighty One in Devore & Northorn's addition to the City of Lacon the purchase of said lots by said Greely & Gale & the execution to them of a certificate of purchase therefor by said Sheriff are all true as respondent is informed & believes. Respondent denies that said complainant bought in the said certificate of purchase on the third day of April A D 1859 but avers that said certificate of purchase if purchased at all by said complainant was purchased on the the 13th day of April A D 1859. But respondent denies that by such purchase the legal title in and to said lot seven in block Eighty One became vested in said complainant subject only to the right of Redemption from said Trust Deed aforesaid but avers that he had a right as a Judgment creditor to redeem from said sale in the manner provided by the Statutes of the State of Illinois for the redemption from Sheriff's sales by Judgment Creditors. Respondent denies that on or about the fifteenth day of April 1859 complainant entered into and took possession of the Real Estate Indentured in said

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37 Deed of Trust and denies that he leased said premises to said Cornelius Perry as set forth in said bill, but avers that said complainant never took or had possession of said premises at any time. But on the contrary respondent avers that said premises ever since the making of the deed for said premises by said Sheriff of Marshall County to respondent as set forth in said bill, have been in his possession or in the possession of his tenants. Respondent admits that at the May Term A D 1859 of the Marshall Circuit Court by virtue of a certain Judgment note executed by and delivered by said Thompson to Respondent Respondent obtained a Judgment against said Thompson for \$1499 ^{and} and costs of suit and caused an execution to be issued caused the levy to be made, made the deposit of money with the Sheriff caused the Sheriff to advertise and offer for sale the said lots, and that said lots were struck off and sold to respondent as set forth in said Bill. And further admits that thereupon said Sheriff made executed and delivered to said Respondent a deed of conveyance for said Lots including the Lot described in said Deed of Trust and that he is now claiming title to all of said lots by virtue of said conveyance Respondent denies that complainant is the legal owner of said Lot No Seven or that he is in possession of the same or any part thereof Respondent denies that the conveyance aforesaid to him is a cloud upon the title of complainant for the reason as he is advised

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and believes that said complainant has no title to said lot. Respondent admits that at the time of his levy and sale aforesaid he knew complainant had purchased the said certificate of purchase from said Greely & Gale and had caused the same to be assigned and transferred to him but he denies that he knew that the whole legal and equitable title to said lot never vested in him as Trustee aforesaid subject only to the equity of redemption from said trust deed and does not ^{now} know the same. Respondent further answering says that at the time of the obtaining of the judgment aforesaid by respondent against said Thompson said Thompson was indebted to respondent in the sum of fourteen hundred and ninety nine Dollars and denies that said Judgment was fraudulently obtained to harass and cheat said complainant or to deprive him of any of his rights whatever but avers that the same was obtained in good faith for the purpose of securing the debt aforesaid to Respondent. Your Respondent denies that the complainant is entitled to have and hold the title to said lot seven aforesaid in fee simple or to have the possession thereof or to have the deed from the Sheriff of Marshall County to this respondent set aside and annulled. Your respondent admits that he supposes that the complainant is entitled to the whole of the redemption money paid by the respondent to the said Sheriff of Mar

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shall county. Respondent denies that lots 2, 3, 4, 5 & 6, are of the value of eighteen hundred Dollars and charges that said lots are not worth more than five hundred dollars in the opinion of this respondent.

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Respondent admits that said lot seven ^{perhaps} is worth one thousand dollars as represented

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in said Bill. Now respondent in answer to said first interrogatory says there was due and owing from said defendant Samuel Thompson at the May Term of the Circuit Court of Marshall ^{County} and at the time of rendering the said Judgment in favor of this respondent and against said defendant Thompson to this respondent sixteen hundred and thirty Dollars the consideration for the said note upon which this respondent ~~delivered~~ ^{obtained} a Judgment against said defendant Thompson was as follows the said Thompson was indebted to this respondent in the sum of Twelve hundred dollars for goods purchased of respondent as executor of the last will of John R. Moore Dead and upon which respondent had no security and which was due and owing by said defendant Thompson to respondent and also Two hundred and Twenty five and interest thereon was due from Deft Thompson to respondent for money loaned by respondent to Defendant Thompson and which two sums made the amount of the note upon which respondent recovered the Judgment against the Defendant Thompson & said note was executed on the day on which it bore date. In answer to said 2nd Interrogatory respondent says there was no agreement the

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tween respondent and Defendant Thompson that this respondent should redeem said lots in the Interrogatory named and convey the title by respondent acquired to Deft Thompson or any person for the use or benefit of said Thompson but that said sale and redemption was made for the sole use and benefit of this respondent at the time said note was given by said Deft Thompson to this respondent, respondent feared that he might lose his Debt. and went to said Deft Thompson to try and get some security Thompson informed respondent that he could not give any security respondent then asked Deft Thompson to give a note with a power of Attorney to confess a judgment and Deft Thompson done so, respondent then asked Deft Thompson if the Lots named in said Bill were subject to redemption by a judgment creditor and defendant replied to respondent that they were which respondent believes was all the conversation between respondent and defendant Thompson

to

In answer to said 3^d Interrogatory respondent says that the money by him paid to the Sheriff of Marshall County to redeem said lots at the time they were bid off by this respondent was his own money and furnished by this respondent and not by said Thompson, The identical money that this respondent paid to said Sheriff to redeem said lots he got of Joseph H Johnson and paid him for the same two per cent premium and the currency given to said Johnson for the gold was collected by re

41 respondent from different persons and at different times whose names this respondent does not now recollect there was no agreement between this respondent and said defendant Thompson that said Thompson was to refund the money to respondent under any consideration whatever

67 In answer to said 4th Interrogatory said respondent says that he heard from G. L. Fort & other persons that the certificate of purchase to Greely & Gale was assigned to complainant on the 13th of April A D 1859 but learned none of the particulars in relation to said assignment and this respondent having fully answered submits to this Honorable Court that all the matters in said Bill Complainant of does not shew that the said complainant is entitled to ^{the} aid of the Honorable Court and is not entitled to any relief from a Court of Equity and this respondent prays the same benefit of this defence as if he had demurred to said Complainant's bill &c and that he may be discharged with his costs

Ramsey & Miller

State of Illinois }
Marshall County } ss Abraham S. Fishburn being duly sworn deposes and says that all the several matters in the foregoing answer which are stated as from the information of others I believe to be true and that all the several other matters and things therein set forth are true in substance and in fact Sworn to and subscribed before me this 10th day of October A D 1859 A. S. Fishburn

Silas Ramsey
Notary Public

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Trustees Sale.

Notice is hereby given that on the third day of February A.D. 1858 Samuel Thompson was indebted to Thomas Jones in the sum of Eleven hundred and thirty nine Dollars and forty nine cents. and as evidence of said indebtedness gave his promissory note of the date aforesaid, payable to said Jones in one year from the date thereof with interest at ten per cent per annum and to secure the prompt payment of said note and interest made and delivered to said Thomas Jones his deed of Trust for Lot No seven (7) in Block Eighty One (81) in Devore & Henthorn's addition to the city of Lacon in the county of Marshall and State of Illinois with the hereditaments and appurtenances thereto belonging, in which Deed of Trust. Emma R. Thompson, his wife, joined and released the right of dower, and did in and by said deed of Trust, authorize and empower the said Thomas Jones in case default should be made in the payment of said promissory note according to the tenor and effect thereof on his own application or that of the holder of said note after having given thirty days notice by publication in a public newspaper printed in said County to take possession of and sell the said premises or any part thereof at public sale at such time and place as the said Trustee should appoint and upon making ~~the~~ such sale to make and deliver to the purchaser thereof a good and sufficient deed of conveyance in fee simple, and out of the money arising from such sale to pay all reasonable expenses of the Trust aforesaid and all taxes

(Exhibit A. Referred to in answer)

43 levied on said premises sold and to pay said note and the overplus, if any, to the party of the first part (among other provisions in said trust Deed) specified) which will more fully appear from said deed of Record in Book 2C of the ^{in the office of the Recorder} Recorder of said county at pages 118. and 119 Now, therefore, said promissory note and interest remaining wholly due and unpaid J. Thomas Jones, Trustee as aforesaid, being the owner of said promissory note, will, in pursuance of and in accordance with the powers vested in me by said Trust deed on the 12th day of April next at the hour of two O. Clock P. M. proceed to sell at public auction at the West door of the Court House in the city of Lacon in said county of Marshall for cash in hand the above described Real Estate in said deed described and all the right title and interest of the said Samuel Thompson and Emma R. Thompson his wife therein, or so much thereof as may be necessary thereof to pay said note and interest and the costs of executing said trust and the taxes assessments as provided by said Trust Deed and will as empowered by said Deed convey the premises so sold to the purchaser or purchasers thereof

Lacon March 11th 1859

Thomas Jones Trustee for
Samuel Thompson and
Emma R. Thompson

~~69~~

Thereupon comes the complainant by Richmond & Burns his Attorneys and files his replication to the answers made by Defendants to complainants Bill, which is in words and

and figures as follow to wit

~~44~~ Thomas Jones

vs

Abram J. Fishburn

Samuel Thompson

Emma R. Thompson

& Thomas Ellis

In the Marshall County
Circuit Court

Of the Oct. Term 1859

Bill for Relief

And the said Thomas Jones
the complainant by Richmond & Burns his
solicitors comes and by way of replication to
to the answers of the said Abram J. Fishburn
& Samuel Thompson says the said answers and
each of them and the matters & things therein
alleged are untrue and insufficient in law
to bar the complainant of the relief in his bill
demanded and that the matters & things in
said bill alleged are true in substance and
in fact all of which he will establish & main-
tain. Wherefore he prays relief as by his said
bill is sought

Richmond & Burns
Comptt Solicitors

State of Illinois

Marshall County

Circuit Court thereof of the

January Term A.D. 1860

Thomas Jones

vs

Samuel Thompson et al

Bill for Discovery
and Relief

Thomas Jones the com-
plainant in the above entitled cause being

45 First duly sworn on his Oath says that he held a note as described in said bill against Samuel Thompson at the time alleged in said Bill & at the time of the commencement of said suit at law as mentioned in the answers of said Thompson & Fishburn but that he has not now the possession or control of the same that the said note was on file among the papers in said suit at law at the term of said Court when said Judgment was recovered as he is informed and believes which is the last place of Deposit of said note as he believes, that he does not now know where the same is, That he has never had the possession of said note since he delivered the same to his attorneys Richmond & Burns before the May Term 1859 of this Court

Sworn to before me }
this 14th day of February }
1860 }

Thomas Jones

James Mescott Clerk

~~11~~
This Indenture made this Twenty fifth day of June in the year of Our Lord One Thousand eight hundred and fifty nine between Thomas Jones Trustee of Samuel Thompson and Emma R Thompson the wife of the said Samuel Thompson of the County of Marshall and State of Illinois party of the first part and Washington E. Cook of the County and State aforesaid party of the Second part Witnesseth that Where as the said Samuel Thompson and Emma R. Thompson did by their certain Deed of Trust

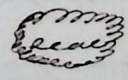
46 dated February third eighteen hundred and fifty eight which deed of Trust is Recorded in the Records office of Marshall County in the State of Illinois. convey to the said Thomas Jones all the premises and Real Estate herein after described to secure the payment of One certain promissory note for the sum of Eleven hundred and thirty nine Dollars and forty nine cents made by the said Samuel Thompson and payable to the said Thomas Jones in one year from and after the date thereof which said promissory note is particularly mentioned and described in said Deed of Trust and which said real estate and premises hereinafter described was conveyed as aforesaid upon certain Trusts in said Deed of Trust particularly mentioned declared and set forth. And Where as default hath been made in the payment of the aforesaid promissory note the said real Estate and premises were duly advertised and noticed for public sale at the West door of the Court House in the city of Lacon Marshall County Illinois on the twenty fifth day of June A D Eighteen hundred and fifty nine by publishing a notice of such sale. In "The Lacon Intelligencer" a Weekly Newspaper printed and published in the City County and State last aforesaid (a copy of which said notice is hereto attached) and made a part hereof and marked "No)" which said advertisement and notice was made and given in all respects in the manner prescribed in said deed of Trust and Whereas the said premises and real estate herein after described were upon the day and year

47 and at the place last mentioned aforesaid in pursuance of the said notice and advertisement struck off and sold at public sale. the same being the sale as advertised and noticed as aforesaid to the said Washington & Cook and at said sale the said Washington & Cook was the highest and best bidder therefor and then and there bid for the said Real Estate and premises hereinafter described the sum of One Thousand and fifty Dollars. Now therefore these presents Witness that the said Thomas Jones in pursuance of the power and authority in him vested in and by the said deed of Trust and in consideration of the sum of One dollar and also the further sum of One Thousand and fifty dollars to the said Thomas Jones in hand paid by the said Washington & Cook the receipt whereof is hereby acknowledged hath and doth hereby convey, remise, release and quit claim unto the said Washington & Cook his heirs and assigns forever all the right title and interest as well in law as in equity which the said Thomas Jones hath acquired by virtue of the Deed of Trust above mentioned or otherwise and also all the right title and interest as well in Law as in equity which the said Samuel Thompson and Emma R. Thompson his wife or either of them have had or now have and also in consideration of the aforesaid sum of money and of the premises and by virtue of the power aforesaid the said Thomas Jones doth hereby convey remise and release to the said Washington & Cook all right of Dower which the said Emma R. Thompson hath or heretofore hath had of, in, and to all and singular that certain tract piece

48

or parcel of land or city Lot situated in the City of Lacon County of Marshall and State of Illinois and described as follows to wit: Lot numbered Seven (7) in Block numbered Eighty one (81) in Devore and Henthorns addition to the City (Formerly the Town of Lacon County and State aforesaid. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversions remainders rents, issues and proffits thereof and also all the estate right title interest claim and ~~and~~ demand whatsoever as well in law as in equity of the said Thomas Jones and also of the said Samuel Thompson and the said Emma R. Thompson his wife of in and to the same and any and every part thereof with the appurtenances which the said Thomas Jones acquired under or by virtue of the said deed of Trust or which the said Samuel Thompson and Emma R. Thompson or either of them now have or hath or ever have had To have and to hold the aforesaid piece or parcel of land together with the tenements and hereditaments and appurtenances thereunto belonging or in any wise appertaining unto him the said Washington E. Cook his heirs and assigns forever. In Witness Whereof the said Thomas Jones hath hereunto set his hand and seal the day and year first above written

In Presence of {
J. L. Richmond }

Thomas Jones 
Trustee for Samuel Thompson
or Emma R. Thompson

49

The words "(and the said Washington E. Cook" between the 54055 lines of the foregoing deed from the top and the words "or either of them" between the 47+48 lines from the bottom of said deed, and the words, "or either of them" between the 12+13 lines from the bottom of the same were all interlined before the signing of said deed by said Jones

John Burns
H. F. Crane

State of Illinois }
Marshall County } ss. I, Hezekiah S. Crane
a Justice of the Peace within and for the
county of Marshall aforesaid do hereby cer-
tify that on this day personally came before
me Thomas Jones Trustee for Samuel Thompson
who is personally known to me to be the iden-
tical person described and mentioned in
the foregoing Deed as the grantor therein
mentioned and who executed the same and
acknowledged that he had executed the same
for the uses and purposes therein set forth
Witness my hand and seal the 1st day of
July A D 1859

Hezekiah S. Crane, J. P.

Trustee's Sale

Notice is hereby given that on the 3rd Day
of February A D 1858, Samuel Thompson was
indebted to Thomas Jones in the sum of Eleven
hundred and thirty nine Dollars and forty nine
cents and as evidence of said indebtedness gave
his promissory note of the date aforesaid paya-
ble to said Jones in one year from the date there-
of with interest at ten percent per annum
and to secure the prompt payment of said

72

note and interest made and delivered to said Thomas Jones his Deed of Trust for Lot No Seven (7) in Block No Eighty One (81) in Decatur New thorns addition to the City of Lacon in the county of Marshall and State of Illinois with the here ditaments and appurtenances thereto belong ing in which deed of Trust Emma R. Thompson his wife joined and released the right of dower and did in and by said Deed of Trust au thorize and empower the said Thomas Jones in case default should be made in the pay ment of said promissory note according to the tenor and effect thereof, on his own application or that of the holder of said note after having given thirty days notice by publi cation in a public newspaper printed in said county, to take possession and sell the said prem ises or any part thereof, at public sale, at such time and place as the said Trustee should appoint and upon making such sale to make and deliver to the purchaser thereof, a good and suf ficient deed of conveyance in fee simple and out of the money arising from such sale to pay all reasonable expenses of the Trust aforesaid and all taxes levied on said premises sold and to pay said note and the overplus if any to the party of the first part (among other provisions in said Trust Deed specified which will more fully appear from said Deed of Record in Book 36 of the Records in the office of the Recorder of said County at pages 118 and 119. Now therefore said promissory note and interest remaining wholly due and unpaid I Thomas Jones Trust ee as aforesaid being the owner of said prom

51

is on note, will in pursuance of and in accordance with the powers vested in me by said Trust Deed on the 25th day of June next at the hour of two O'Clock P. M., proceed to sell at public auction at the West Door of the Court House in the City of Lacom in said County of Marshall for cash in hand the above described Real Estate in said Deed described and all the right title and interest of the said Samuel Thompson and Emma R. Thompson his wife therein or so much ~~there~~ of as may be necessary thereof to pay said note and interest and the costs of executing said Trust and the taxes assessed thereon as provided by said Trust deed and will as empowered by said deed convey the premises so sold to the purchaser or purchasers thereof

Thomas Jones

Trustee for Samuel Thompson and Emma R. Thompson
Lacom May 24. 1857

Thomas Jones
 vs
 Abram S. Fishburn
 Samuel Thompson
 Emma R. Thompson
 & Thomas Ellis

} 1 Bill for Relief

~~72~~ Complainant Offer Copy the trust Deed in Evidence, First, Trust Deed from Samuel Thompson & wife to Thomas Jones the Complainant of Lot 8 13 Dec 81 Deft Objects to Deed on account of Variance, - that it is not a correct Copy - Admitted under the Objection

Deft Complainant Offers Deed from Complainant to Washington C. Cook for Lot 7 13 Dec 81 in Deeds & Henthorn's Addition, - Objected to for a Sale has not yet been made under & by virtue of which the Deed purports to have been made = Notice of Publication goes in by agreement

Held that the proof of Sale is a question of Law in trying the case which party Complainant must Judge of Terms = Elves and abide the Consequences

1 = Deed to Cook Objected to by Deft, for the Deed don't show any authority for itself, purports to be made by one man to another without authority

2 = Acknowledgment seems to have been altered and no Explanation of said Alterations

54 That they Cant make an Exhibit a part of a Deed,
Deed admitted subject to the Objections aforesaid
Richmond sworn as to interlineation in acknowledgement
states that the interlineations were made before the signature
of the Custos &c, that Jones signed said Deed in my presence
or rather made his mark & wrote the signature myself

(Richmond says the answer admits the sale &c)

Complainants

next Offer the Certificate of Purchase by Greely & Gale —
(Examined and compared to see if same is correctly set out
in the Complainants Bill &c) Admitted,

74 Here Washington E. Cook was produced & sworn,
Says, I was present when the sale was made by Jones
as Trustee, of Thompson & wife to me of Lot 7, 1 Block B, 81 in
Acres & Eleutheros addition to Lacon.

75 At the time I made the said purchase of said Lot, there
was no agreement at all made about said purchase between
myself and Jones —

76 All the agreement made by me with Jones to convey
said Lot to him was made after the purchase of same by me

77 I am acquainted with Lots 2, 3, 4, 5 and six in
1 Block B, 81 they are vacant Lots — was acquainted with
them in September AD, 1859. I think they were then worth
\$200 Each, Cash — I think they would not fetch as much
now, as they would at that time, I think their value
is the same now that it was then, —

78 In the spring of 1859, sometime
in the latter part of April Mr Jones requested me to rent
the house on Lot 7 — 1 Block B, 81 in Acres & Eleutheros
addition, Dr Perry who lived in the house at the time
came and saw me, — (Dr Perry's statements objected to =
objection sustained), I told Jones what Perry proposed

55 to take the Deeds at, and Jones told me to let him have it, I told him he could have it on the terms he had offered
- T - L Cross, Examined

~~79~~ the sale to me I think was made sometime in June last, was made at the Court House door, Richmond was present & Jones & Warren. Richmond was the auctioneer. there was other bids cried, I bid for no one but myself - was no agreement between me and Mr. Jones about bidding off the property. I know that was not that day.

~~80~~ There was conversation between me and Mr. Richmond he said he was not acting for Mr. Jones, in said conversation, I bought the property for myself, and expected to pay for it, I expected to have got - and to pay for it if I got.

~~81~~ I did not expect to have a law suit to get it. I had notice from Ramsay as Atty of Fishburn, that Fishburn was the owner of the property and was in possession of it. If there was to be a law suit, I was not to defend it, this was the understanding I had with the man who cried the sale. I never paid any money on it. - I got a Deed from Jones as trustee &c, I think the Deed from Jones to me, was not in my possession long before I deduced to Jones, I would not say that I ever had the possession of that deed from Jones to me. I think it was in my Office for some little time. I don't recollect about it exactly, - but it was in my Office, I never paid Jones any money, never gave him my note, I never gave no obligation except my bid - Jones never asked me for any money or obligation. I told him I bid what I was willing to take it at, with clear title, - was no agreement made at the sale, that I was not to take the property unless there was a clear title &c,

~~82~~
~~84~~
~~85~~ At the time of this deed from me to Jones there was no money paid. Mr. Jones was not present at the time. I never made any agreement with Jones,

~~85~~

about the recovery of the property, Burns agreed that \$20 should pass from Jones to me - Jones was to pay the

~~86~~

\$20, so Burns said, - That \$20 was for making the deed

~~87~~

I don't recollect exactly, - I told him I would deed it back for \$20 - I don't know whether the suit was commenced when my deed to Jones, was made - I never had my deed recorded - I never received any rent from any one for those premises neither while I acted as agent for Jones nor while I owned them myself.

~~88~~

Cornelius Perry was residing in the house at the time - I think he had lived in it about a year then, - He continued to reside there until sometime in the summer or fall after, don't know who went into the house when Mr Perry went out, - nor who lives in it now.

Re Examined in Chief. -

~~89~~

I made the bargain with Burns, as the agent of Mr Jones, that is Burns the agent of Jones. Mr. Burns agreed to give me \$20 in addition to the purchase money,

~~90~~

I don't recollect what time Mr. Perry left - my opinion is that it was the latter part of summer or fore part of fall.

Cross - on Re Exam Chief

~~91~~

I bought the property for myself - I did not buy it for any body else,

Re Cross Examined

~~92~~

I know the fact that Burns was the agent of Jones from Burns himself. I got it from Mr Jones that Burns was acting as agent and Atty, - but not for the purpose of buying it back, the consideration was \$20 more than the consideration in the deed made to me. There being no purchase money paid by me, there was coming to me only the \$200

~~93~~

~~85~~

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~~93~~

57 James McCott. sworn

94

I am Clerk of this Court. I was Clerk of this Court at the time a Note was filed. When a Note was filed among the papers in the Cause of Thomas Jones vs Samuel Thompson, The Note was filed in this Court in that Cause - I remember of Computing the damages on it in that Cause, - I do not know where that Note is I don't recollect of Ever seeing since that time. I have made search for it among the papers in this Case, and in the pigeon hole of the Case, and in my drawer. where I would keep a Note provided it was detached from the papers of the Case

These places some of them would be where the Note would be likely to be. papers sometimes get misplaced and get among other papers in the Office - but these are the usual places for such papers - that Note has never been taken from the files in my Office to my knowledge - I have no recollection of Ever giving any one leave to take same from said files, don't know who filed.

John Burns sworn

95

I recollect of having the Note referred to in the affidavit of Mr Jones. I obtained Judgement on it for Jones at May term 1859, in this Court. I filed it with the Clerk of this Court. I have seen it since, - was in the Office of the Clerk, was about the last of Sept or fore part of Oct - no. it was along the fore part of September. I then left it on file, - as I recollect, - I have never seen the Note since that time - I have looked for it since the time. I copied it in Every place where it would be likely to be kept in our Office & could not find it

Samuel S. Richmond sworn

95 1/2 I never took said note from the files in this Court, never authorized it to be taken from the files, Mr. Burns and I were Attorneys in the case of Jones vs Thompson, I have no knowledge whatever where the said note is, I recollect distinctly that I did not have the note on the day of sale.

96 Copy of note now offered in Evidence by Complainant Objected to by Deft Fishburn on the grounds that the Execution of the note has not been proved - the note being introduced or object to be introduced as a collateral matter of Evidence &c &c, (held that the making of the note is sufficiently admitted in the answer)

John Burns Recalled

97 Offers a copy of a note and reads same - says it is an Exact Copy of the note that is lost, There was an indorsement on the original note of which this is a true copy, as follows. as nearly as I can state the Sanguago,

98 Received on the within note. Two hundred and fifty Dollars, the amount for which the premises named in deed of trust were sold to Joseph H. Johnson

That Credit was given about the last of April or the last of May - was given before Judgt, was taken on the note the Judgt was taken for the balance of the note after giving Credit,

Cross Examined

I put the Credit there, no one authorized it, Deft Objected to any testimony as to how that Credit came there, or any thing about it for the reason, first, That Judgement has been Entered upon the bal and is a Verity, is the Judgement of the Court that said,

59 Credit was made and also the amount
Second, that Burns is not the proper person on ground
of Interest to prove the Contents,

All of the Evidence of Mr Burns. Excluded, as
to the indorsement on said note, this is the same note upon
which the suit at Common Law was instituted, —

W E. Coor B Recalled,

99 I am Clerk of the County Court. — I have been
Clerk of the Co Court 10 yrs and a little more. I know
Abram S. Fishburn (is shown some papers) these are the
only sale Bills that have been filed in my Office by Abram
S. Fishburn, as Executor of the Estate of John R. Moore
deceased. —

Complainants Offer to introduce the said sale Bills in Evidence
Objected by Defts on the ground of Irrelevancy — Objection
Overruled,

99 1/2 Now Offer Fishburns Report mar 22 filed January 4th 1859
Objected to for same reason as above — Overruled

Now a Report of a/c of Claims due said Estate filed March
4th 1859. Objection as above Overruled.

Now a A Report filed January 4, 1859. Objected to Overruled,
Coor says these are all the reports of Goods and Chattels, rights &
indebtedness from and to the said Estate filed by Fishburn,

John Burns, Recalled

100 I know that Cornelius Perry did Rent the said
House on Lot 7 in Block 81 sometime in April or latter
part of March 1859. for \$150 a year — of Mr. Jones — I
informed him that Mr Jones held the premises under a deed of
Trust & he must either give up premises or pay rent. he
Concluded to pay rent,

I was acting as the agent of Jones. It was a part of the Contract that he should deliver up the Key if he should leave the premises, — he did not deliver up the Key to us, — Perry was in possession of said premises at the time of filing this Bill. he left the premises after the filing

CoorB. Recalled,

#107

all of these said Bills and Reports were filed by Abram S. Fishburn, as Executor of John R. Moore deceased,

Mr. Fishburn has been acting, as the Executor of John R. Moore, ever since his death. That he has had no Co. Executor. Except that Mrs. Hannah S. B. Moore was appointed by the will & Court but declined to serve

(Were I do Fishburn, proposes to prove by CoorB that a certain Article last item on bottom of page 78 of Report were Erased &c, to Explain the matter
Objected to by Complainant — objection,

#102

Were defendant Fishburn proposes to Explain by parol the Erasure, which appears in an item on the 78th page at the bottom, of a Report or said Bill filed by Abram S. Fishburn, in Estate of J. R. Moore deceased, in Co. Court March 4th 1857, a copy of which item is as follows viz,

#102 ~~700~~ ⁴⁵/₆₀ 600 / 1 Bus Wheat more or less | S. Thompson, for bus 93 / 00 / 00

Objected to by Complainants — Objection overruled and parol Evidence admitted, to which point

W. E. CoorB testified as follows to wit — I don't know how many Bushels there were. I don't know any thing about the Erasure. I have no recollection whether there was any Erasure of that item or not when the papers were originally filed. —

61 Defendants as the Witness

Do you know how said items stood on this said 13th. when the same was originally filed in your office by said Fishburn.

Answer, I don't know.

I have a recollection of the items because I have seen — From the best of my recollection I could not state, whether the said Erasure was there or not as I have no recollection on the subject,
Complainants Close their Case at this point.

Defendants

108 Offer a lease from Samuel Thompson to Cornelius Perry the Execution of same having been duly proved by Silas Ramsey who was duly sworn in the Cause

Objected to by Complainant, for the reason that the papers & the Records show that Thompson had no interest in the premises which he could lease. Objection Overruled article or lease admitted in Evidence

Silas Ramsey — Recalled

during the latter part of the year 1838 Dr. Cornelius Perry lived on the said Lot 7. Block 81 He together with Mr. Swazey his father in Law. were the first that ever lived in said house.

I was acting as the agent of Mr Fishburn — I was present when the said lease was renewed & wrote the renewal & saw them sign it

Ree Dr Cornelius Perry gave me possession of the house as the agent of Fishburn. when he left the premises I authorized Dr Perry to leave the Key of said house with Thomas Thompson —

I know of acts of Thomas Thompson respecting said premises first he went into the House, sometime in the fall of 1859 shortly after Dr Perry removed out - Indeed Thompson moved in before Dr Perry had got wholly moved out

teste I was present when the sale of Wheat was made to J. Thompson mentioned in the said Bill, - at the Executors Sale, by Fishburn of personal property of John B Moore deceased. I was present when some wheat was sold by said Executor - said wheat was in a ware house on the ~~the~~ Rear End of the same Lot on which Sawo Livery Stable stands in Lacon Illinois, (being Lot 2, in Block 7) same ware house was sold to Samuel Thompson at same sale, I could not tell the exact amount of wheat sold, I didn't see it measured, - I think there was from 800 to one thousand Bushels, I couldn't tell exactly the price it was sold for per Bushel - I know it was some where from 90 cents to a dollar, a Bushel, I considered it a high price at the time, That Ware House was sold to Samuel Thompson I think for over \$300 -

I was present at a sale of Lot 7, in Block 81 aforesaid the same sale spoken of by John Burns, and the same sale mentioned in Complainants Bill where Mr Richmond acted as Auctioneer, at which Washington E. Cook was purchaser. I was then acting as the agent of Abram S. Fishburn, I then gave him notice that Mr. Fishburn had obtained a Judgement against Mr J. Thompson and by virtue of an Execution issued on said Judgement, of about \$1500 and had redeemed from the sale to Gentry & Sale, - this Lot with other Lots, and had got a deed & was the owner of the Lot, that any person purchasing under that sale in my opinion would get no title

63

to the lots sold

Mr. S. L. Richmond Thomas Jones Mr Cook
Mr Warner and I think Mr Wescott were there
at said sale at the time I gave said notice.

Cross Examined

~~714~~ Compl't Exhibit said lease on which said
renewal of the lease is written and witness
is asked if the renewal was written on the day
on which it bears date.

My impression is that it was
not but that it was written in April 1859 the
date it bears March 20, 1859 - at the time Perry
went out he delivered the key to Thomas Thompson
I am not I think a creditor of the estate of John
R Moore deceased, I don't think the Estate owes
me anything. I think I have an account against
the Estate of J R Moore - I think I never filed
any account against said estate

at this point com-
plainants move to exclude the Testimony of Si-
las Ramsey on account of Interest in the
event of this suit

Cross W. Robbins sworn

~~704 1/2~~ I was acquainted with Samuel Thompson - I
recollect the time or rather that there was a
sale of personal property of John R Moore done
by Abram S. Fishburn executor of said Moore
I recollect that there was a lot of Wheat in
the Ware House down by Laws stable I purchased
that wheat - I should judge that it was six
or eight weeks after the said sale - It was some
time after the sale - Of whom did you pur-
chase it? is asked of the witness by Defendant

644 Objected to by comptt- Defts propose to follow this up by showing this is the same wheat purchased by Samuel Thompson of Fishburn as Executor & objection overruled- with that view answer of Witness- 'I bought it of Thompson- I cant give you the exact number of bushels- was some less than a 1000 bushels- would not vary 10 bushels from 900- the wheat was in the N W corner of the Ware House all in one bin

A little on the top was not ⁱⁿ good condition the balance was pretty good was fair quality of Spring Wheat. That Ware House stands West of Laws Stable on the East side of the alley, cant say whether it was the same lot or not- it is on same block- It is right on the east side of the alley back of the Stable of Laws

Joseph H Johnson sworn

705 I was present at a sale of lot 7 in Block 81 aforesaid under a Trust Deed at the Door of the Court House in Lacon were four or five present, Mr. Cook, Mr Warner Mr Thomas Jones- one or two others and myself- between 5 and 7 persons there I think might have been one or two ~~more~~ less - Lot 7 Block 81 was put up at auction and was knocked off and sold at that time - to me - I purchased it - It was sold under a Trust Deed Mr Thomas Jones held against it Samuel Thompson - Witness is handed the Trust Deed mentioned in the bill and asked if that is the Trust Deed they were acting under in making the sale at which he became purchaser - Witness avers it is Is shown the notice of sale contained in

65 I ft Fishburns answer - and asked if said
said sale was made under under that Notice
Witness answers - It is - Dr Perry was living
in that house at that time - at that time he
was a brother to Theodore Perry -

Cross Examined

705 $\frac{1}{2}$

I never paid any money on that purchase
never recieved any Deed for the lot - I was
ready to pay the money on this sale at any
time, I had the money in my pocket to do it
upon Mr Jones assigning the Certificate of
purchase to me which was in the hands of Mr
Fort for Mr Jones. The certificate of purchase
was to be assigned over to me - Mr Jones was
to go with me to Mr Fort and have that cer
tificate assigned to me - and started to go
but concluded not to do it,

786

Complt ask - Didnt you tell me & Mrs Cook
Mr Warner & myself after the sale that you
would not have anything more to do with that
sale &c - objected to - overruled - any con
versation that I had with him came up in
in this way I declined to do anything un
til Mr Jones would comply on his part.
I always stood ready when Mr Jones would com
ply on his part, to comply with me but
would have nothing more to do with it till
he Mr Jones was ready to comply on his part
I think it was the same day of the sale. I
think I ^{think} have seen the certificate in Mr Forts
hands. I know that the sale was made under
that notice published in the Newspaper

Re Examination

107

I made the agreement with Mr Jones

106

about the certificates both before & after the sale. There was this arrangement between me and Jones about my purchasing said property at said sale — I was bid it off and pay what I bid it off at, and he was to assign the certificate of purchase to me I was to pay the amount of the sale and the \$550, the amt of said certificate of purchase &c, I was to pay Jones a certain amount over and above the amt above. The whole would be about a Thousand Dollars. The amount I bid was to be credited on the note, then I was to pay him a certain amount over and above, and I was to have the Note

Re Cross —

106 1/2

He gave me the note I had it in my possession for from one to 6 or 8 ~~months~~ weeks I had Trust Deed & notes in my possession for six or eight weeks before the sale I gave up the note to Jones first, I don't think I had the note at the time of the sale, I think I had the Trust Deed at the time of the Sale, Mr Cook was the Auctioneer, I think I gave up Deed of trust after the sale to Jones is my impression These papers were assigned to me — the whole transaction between me and Mr Jones was never cancelled I never cancelled any thing, I was always ready to perform on my part & pay over the money when they would make out the papers I think perhaps Mr Jones did ask me to give him a Deed and I think I

106

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106 1/2

He gave me the note I had it in my possession for from one to 6 or 8 ~~months~~ weeks I had Trust Deed & notes in my possession for six or eight weeks before the sale I gave up the note to Jones first, I don't think I had the note at the time of the sale, I think I had the Trust Deed at the time of the Sale, Mr Cook was the Auctioneer, I think I gave up Deed of trust after the sale to Jones is my impression These papers were assigned to me — the whole transaction between me and Mr Jones was never cancelled I never cancelled any thing, I was always ready to perform on my part & pay over the money when they would make out the papers I think perhaps Mr Jones did ask me to give him a Deed and I think I

67 him I told him I would for the premises if he preferred having one to making a deed to me & I make the payment and Mr Jones stated he had a heap of trouble and he would prefer selling it and have nothing more to do with it if he could do so. I then made him the proposition that I would go down and pay off the \$550, for the Certificate of purchase and pay the money that I bid it off at after thinking about & this is the same that I spoke about a little while ago - on same day of sale - I think Jones did call upon me after the day of sale to give him a Deed - I refused. I think perhaps that I did say to him that if he was like to loose the property I would give him a quit claim Deed. I may have told you (Richard) without any condition that I was willing to give Jones a quit claim deed, but I generally deed put those conditions for I had bot the property & thought I ought to have it - The fact is I sympathized with Mr Jones condition & was willing to do almost any thing to help him about the matter
Silas Ramsey Recalled

Does the Estate of John R. Moore owe you any thing? I have been informed by the executor Mr Fishburn that I do not object to by Compt. - ~~Deceased~~

I have seen the note, I saw it at the time of the trial

sued on at low and the one mentioned in Complainants Bill - Deft asked, "Was there an Indorsement on that Note?" objected to - Overruled - There was - My recollection is that it was an indorsement of \$250 my recollection about that now that it read (Received (on a certain day) the sum of \$250, it might have said, ^{for} the amt of sale of lot 7 in Blk 81, but I don't remember particulars.

Theodore Perry Sworn

I was not one of the appraisers of Moores Estate - I was present at the sale or a part of the sale. - I was present when a lot of wheat was sold - I was present when it was appraised

I was in Ware House on the on the west end of the Lot on which I saw Livery & Stable ^{now} stands. It was in the N. W. Corner of the Ware House. It was in a bin - It was Spring Wheat. It was my judgment ~~It~~ at the time that there was 900 Bush - I bid upon that Wheat at the sale - It was struck off to Mr Samuel Thompson. I cant state the exact price, It went over 86 cents per bushel - I don't know positively who took that Wheat away from there. My impression was that Elias W. Robbins & Wm Fern had a copartnership in that wheat & that they took it away. John B Moore occupied that Ware House at the time & before his sickness which resulted in his death after his death his Executor had charge of it (admitted by complainants rights here that Dr Cornelius Perry and Mr Swagy moved moved into the said House on lot seven

89

in Block 81 as the first occupant & that Dr
Serry lived there from that time till Oct 1854
Thomas Thompson Sworn,

I live in a house I understood was built
by Rail Road Thompson. it is the last house
on the Street on the right hand side - South
of here - House & barn - I occupy both no body is
in possession but me - I went into it I think in
Oct last, I think it was about the 9, I got
possession of Dr Cornelius Serry. No one else has
been occupying the premises since but myself
- the lease is not in writing - I got it of Fish
burns, I now hold it as tenant of ^{fabian} Fishburn and
Dr Serry gave it up to me upon Fishburns or
der - (admitted by Compt that this is the same
house) in controversy and is situated on said
Lot 7 in Block 81) Rest of Deft 3 here
Defendants Rest

Plaintiff recall John Burns

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I produce a Written paper purporting to be
a release from Thomas Jones to John Burns of
all of Burns interest in the subject matter
of this suit &c - Release held sufficient
I know how that credit came on that
note - I put it there - The note and Deed of
Trust had been previously delivered to me
for the firm of Richmond & Burns for col
lection. The notice attached to the answer
of Deft Fishburn was given to sell lot 7 in
Block 81. in Devore & Hawthorns addition
to Lacon being the same property described
in the Trust Deed, after the sale pursuant
to that notice was said to have been made
I as the agent of Mr Jones called upon Mr

709

70 Johnson to see whether he proposed to complete the sale to Jones I made the endorsement as being the amount for which the property was bid off at by Joseph H Johnson - Compls to ask Did you as the agent of Jones call upon Johnson to pay the purchase money for the property struck off to him, or to make a Deed to Jones? - I called upon Joseph H Johnson as agent of Jones to see what he was going to do with that property including the house and lot - He replied he was going to have nothing more to do with it after the May Term of the Circuit Court just before the second advertisement

Nothing said particularly about purchase money for said House and lot, I asked him as I have stated and he made the above reply

Cross Examined

71 It was after the judgment was obtained I didn't offer him a Deed, I told him that deeds were ready at Cooks office, a Deed from Jones to him & One from him to Jones. Don't whether Johnson was to get one without giving the other

I meant to say that understood that the sale was made at the time mentioned in the Notice &c

Doris G. Warner Groom

72 I know that a Deed was made out from Mr Jones to Mr Johnson for these premises - I made it, It was a deed from Mr Jones as Trustee to Johnson for the purchase at the sale, It laid there in the County Clerks Office for some time I don't know what was ever finally done

78

with it. — I afterwards made out a Deed from Mr Johnson to Mr Jones Mr Johnson was to come in and sign it. — and I was to deliver the Deed from Jones to Johnson. I had seen Mr Johnson shortly after the sale and told him the Deed from Mr Jones was ready for him, Johnson said at that time that he would come in that Evening or the next Evening. I told him that I had made out the Deed from him to Mr Jones, and he said would come in and sign it and spoke to me that he would want me or Mr Cook to come down that Evening & take the acknowledgment of his wife he didn't come in.

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The next time I saw him I think was the next Term, I met him right on the corner by the Book Store I said you didn't come in to fix that deed, he said no I not going to have any thing more to do with it, I am not going to Deed it to him, — I don't recollect distinctly what else was said, there was something said that Jones had fooled him along and he wouldn't have any thing more to do with it, or something to that effect. — I couldn't tell how long those deeds did lie in our Office, the Quit claim deed is there yet — Johnson never came there to do anything about it. — I never demanded the ^{gross & unpaid} purchase money of Johnson and tendered him this deed from Jones unconditionally — I suppose we were acting as the agent of Mr Jones — Would

114

74 you have delivered to Johnson the Deed made by Jones as Trustee for the said property sold at said sale and bid off by Johnson if he had paid the \$275, in gold or the amount of the purchase money? objected to by complainants - Overruled I guess I should - I should probably have run Mr Cook first,

Washington E. Cook Sworn

115

for Compt. - I cried the sale or was the auctioneer at the sale when this property was struck off to Joseph H Johnson there were no other terms of sale except those mentioned in the notice of the same, I know that a Deed was made by Jones as Trustee to Johnson for said Lot 7, in Block 81, aforesaid

I don't know what has become of the Deed it was in my office for some time; I don't think that I offered it to him I told him it was ready - he didn't take it - I shouldn't have let him have it, until he had executed one back to Mr Jones. There was one made for him to sign to Jones, he never executed it to my knowledge - I had some conversation about going to his house, I told him it was ready for him to execute - at first he did not decline to execute it - and afterwards he did decline to execute it.

I made out both of these Deeds to ~~Mr Jones~~ at the request of Jones. Compt ask Witness (Did he (Johnson) ever after the sale agree to execute a Deed to Jones for this property? objected to by Defendants) objection sustained at the sale to Johnson the property sold for

73 \$275 is my impression - I may be mistaken
But I think that was it.

Did Mr Johnson agree to take the Deed and
make one back,

Did he ever offer to pay the money and take
the Deed -

716 He did not, if immediately after the sale
he Johnson had come to me and offered the
money, I should have given him the deed
without further instruction from Mr Jones
Did you have a Deed of Trust at the time
of the sale? - I did but did not have the note
I got the deed of trust that morning from
Mr Jones, I handed it back to Mr Jones

Some days after the sale if Mr Johnson had of-
fered me the money I would not have given
him the deed, he signed the deed at the time
of the sale, it is my impression he remained
but part of day, I think I got those instruc-
tions the day of the sale - the instruction
not to give Johnson the Deed unless he
quit claimed to Jones,

716 1/2 Mr Burns Witness - examined by Rich^d
I had the deed of Trust and note thirty one
or two days before the sale the note was in my
possession all the time, the Deed of Trust was
taken out of the office by Mr Jones ^{on the day of sale}, and
returned it same day or the next. The
Deed of Trust remained in my office ever
since that sale the note was filed in the clerk
office of Circuit Court at May Term 1859
Mr Johnson I think called at my office and
asked to look at the Trust Deed (evidence
in relation to possession of Trust Deed of

74

jected to and overruled) and that he took the deed of Trust, he retained it a short time; he returned it same day or the next

Cross examined by Miller

117

I do not recollect that Johnson brought the Deed of Trust to me and ask to write a note, My recollection is that Mr Jones brought the Deed to me - Complts rest here

Joseph H. Johnson - recalled by Plfts

Did you ever have that Deed of Trust objected to by complainants waived -

Did you ever take that Deed of Trust to Mr Burns to get him to write a notice of sale under the instructions of Mr Jones? Objected to by complainants - Overruled I did - Defendants rest here

118

J J Richmond sworn by Complts

The first time I ever knew that Mr Jones ever desired to sell the property was a consultation I had in the streets of Lacow, Then within a few days from that time Mr Jones brot the note and deed of Trust in to Our Office i.e the Office of Richmond & Burns & left them there, which was the first possession Richmond & Burns ever had of said Deed of Trust

Cross Examined

I dont that Burns may not have had it before, but I know what papers are in the office of Richmond & Burns, and that that paper was not in their office before that time.

Here both parties Rest

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The foregoing is all the evidence taken
on the ^{trial} of the above cause

Mark Bangs
Judge &c

118 1/2 77 Memorandum of agreement made and concluded by and between Samuel Thompson of the City of Lacom County of Marshall and State of Illinois of the first part and Cornelius Perry of said Lacom of the second part Witnesseth. That said Thompson has this sixth day of March 1858. in consideration of Three hundred Dollars paid to said Thompson, by said Perry the receipt whereof is hereby acknowledged has rented and leased and hereby does rent and lease to said Perry the dwelling house of said Thompson situate in said Lacom on Lot 7 together with the said Lot 7 and lot 6 in Block 81 in said City for the term of One year from the first day of May 1858 and said Thompson in consideration of the premises hereby agrees to finish said house according to his Original design, put a fence around said Lot and Erect a Stable on the same for the use of said Perry during the year aforesaid, and to have the same completed on or before the said first day of May. Witness the hands and seals of the parties hereto this 6th day of March A.D. 1858,

Samuel Thompson *Seal*

Cornelius Perry *Seal*

119 The above lease is renewed for one year from the first of May 1859. at the rent of Two hundred Dollars to be paid at the End of the year and it is agreed that all the improvements are made, Dated March 20th 1859,

Samuel Thompson

Cornelius Perry

upon the back of said Lease, appears an Endorsement in the words and figures following "to wit,"

119 1/2 For Value Received I do hereby assign the within Lease and the rents issues and profits thereof to Abram S. Fishburn and do authorize him to collect the Rents as they may become due, and to dispossess the tenant the said Fishburn having purchased the property
Dated at Lacom this 3rd day of June A.D. 1859.

S. Thompson

89 Pleas before the Circuit Court of Marshall County in the State of Illinois at a term thereof begun and held at the Court House in the City of Saco in said County on Monday the second day of May in the year of Our Lord One thousand Eight Hundred and fifty nine. present Hon. Man B. Bangs Judge of the 23^d Judicial Circuit of the State of Illinois presiding, Henry Miller State Attorney for said Judicial Circuit, Thomas Ellis Sheriff of said Marshall County and James Hescott Clerk of said Circuit Court.

Thursday May 12th A.D. 1859

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Thomas Jones Assumpsit
vs } This day came the Plaintiff by
Samuel Thompson } Richmond & Burns his Attorneys and the
Defendant by Elias Ramsay his Attorney
and the parties waived a Jury and agreed to submit the suit to the Court for trial, and the Court being fully advised in the premises, doth find that the Defendant did assume and promise in manner and form as the said Plaintiff hath in his declaration alleged against him and do assess his damages to the sum of One thousand thirty Eight Dollars and seventy seven Cents. It is therefore considered by the Court that the said Plaintiff Thomas Jones have and recover of the said Samuel Thompson the said sum of One thousand and thirty Eight Dollars and seventy seven Cents his damages aforesaid also his Costs and Charges in and about his suit in this behalf Expended and it is ordered that Execution issue therefor.

Was before the Circuit Court of Marshall County in the State of Illinois at a Term thereof begun and held at the Court House in the City of Lacon in said County on Monday the second day of May in the year of our Lord One thousand Eight hundred and fifty nine. Present Hon. Mark Bangs. Judge of the 23^d Judicial Circuit of the State of Illinois presiding. Henry Miller State Attorney for said Judicial Circuit Thomas Ellis Sheriff of said Marshall County, and James Hescott Clerk of said Circuit Court,

Monday May 2^d A.D. 1859

Abram S. Fishburn Assumpsit

vs

Samuel Thompson } On this day come the Plaintiff
by Silas Ramsay his Attorney and the
Defendant by F. W. Shaw his Attorney

Who files and proves the Execution of a Warrant of Attorney for this purpose and Enters the appearance of the Defendant herein, files his Cognovit, waives service of process and Confesses Judgement in favor of the Plaintiff and against the Defendant for the sum of Fourteen Hundred and Ninety Nine Dollars, and waives all right of Appeal and all Errors that may intervene in Entering Judgement and issuing Execution thereon

It is therefore Considered that said Plaintiff has and recover of said Defendant the said sum of Fourteen Hundred and Ninety Nine Dollars for his damages and

also his Costs and Charges by him herein Expended and that he have Execution therefor, and upon the application of the Plaintiff founded on Affidavit. It is ordered by the Court that Execution issue forthwith,

Whereupon, On this second day of May A.D. 1859. Execution issued out of said Circuit Court in the words and figures following "to wit,"

"The People of the State of Illinois

To the Sheriff of Marshall County Greeting

We Command you

That of the Goods and chattels, lands and tenements, in your County of Samuel Thompson, you Cause to be made the sum of Fourteen Hundred and twenty five Dollars, damages, and the sum of two Dollars and fifty five Cents Costs of suit, which by the Judgement of our Circuit Court, held at Sacos in and for the County of Marshall on the second day of May in the year of our Lord one thousand Eight hundred and fifty nine, Abram S. Fishburn, recovered against the said Samuel Thompson, together with interest thereon at the rate of six per Centum per Annum from the time of recovering the same as aforesaid until paid, and also the further sum of Fifty five Cents, according Costs on said Judgement, and that you have the same ready to render unto the said Abram S. Fishburn, according to Law. Hereof fail not and make due return of this writ with your proceedings, in thirty days after the date hereof.

Witness James Prescott Clerk of our said Circuit Court and the seal thereof at Sacos this second day of May in the year of our Lord one thousand Eight hundred and fifty nine

James Prescott,

Clerk

88 Upon which Execution issued as aforesaid, and returned
there appears the following Endorsement in the words and figures
following, "to wit,"

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"Received this Writ for collection on the second day of May A.D. 1859
at 6. O. Clock P. M., and by virtue of the same I did on the same day
Sey on the following described Real Estate "to wit," Lots No. 2=3=4=5=
6 & 7 in Block No. 81 in Northons addition to the Town (now city)
of Lacon, in the County of Marshall and State of Illinois
as the property of Samuel Thompson, and on the 4th day of
June A.D. 1859, I proceeded to offer the same for sale at public
Vender at the door of the Court House in said County the
time and place of sale having been previously advertised for
three successive weeks in the Illinois Gazette a public newspaper
published in said County, and by posting up notices in three
public places as the law directs, and having first offered
said Lots separately and receiving no bids, I then offered the
whole of said Lots together, and Abram S. Fishburn Plaintiff
herein having bid therefor the sum of Nine Hundred and
sixty four Dollars and Eighty seven cents and he being the
highest and best bidder said Lots were stricken off to him
and the said Abram S. Fishburn, being a Judgement Creditor
and having redeemed said Lot from a sale previous made
on the 18th day of February A.D. 1858, on a certain Execution dated
on the 7th day of December A.D. 1857 in favor of Charles E. Gouley
and Daniel B. Gals, and against Samuel Thompson and
the said bid being the amount of Redemption money and
interest thereon from the date of said Redemption to the day
of sale, I forthwith Executed a Deed for the said Lots to the
said Abram S. Fishburn and Received from Plaintiff \$19.81
the Costs in full and paid the same to James Nescott, Circuit
Clerk retaining the Sheriffs fee

Thomas Ellis

Sheriff, M. Co.

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Friday May 11. A.D. 1861

State of Illinois }
Marshall County }

In the Circuit Court of said County
May Term A.D. 1860

Thomas Jones
vs

Abram Fishburn
Samuel Thompson
Emma R. Thompson
+ Thomas Ellis

1 Bill for Relief

This cause having come on to be heard at the January term A.D. 1860, of the said Circuit Court upon the 1 Bill of the said Complainant the answers of the several defendants and the replication of the said Complainant thereto, and the proofs and Exhibits of the several parties and the Court having taken the case under advisement until the present term of this Court, and the Court now being fully advised in the premises, doth consider that the Equities of the case are with the said Defendants, and that the said Complainant is not entitled to the relief as prayed for in his said 1 Bill. It is therefore ordered adjudged and decreed by the Court that the said 1 Bill of the Complainant do from henceforth stand absolutely dismissed out of this Court, and that the said Complainant pay all the Costs of this proceeding. Dated at Sacon in Open Court this Eleventh day of May A.D. 1860.

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Thomas Jones

vs

Abram S. Fishburn

Samuel Thompson

Emma R. Thompson

& Thomas Ellis

1 Bill for Relief

On this day again comes

the complainant by Richmond & Burns

his solicitors and enters a motion that

the finding of the Court be set aside and

that a new trial be granted. and the

Court having considered said motion and being fully advised in
premises doth order that said motion be and the same is hereby

overruled. Whereupon again comes the Complainant by his

solicitor and prayed an Appeal to the Supreme Court of this

State, which Appeal is allowed upon the Complainants, En-

-tering into Bonds in the sum of Three Hundred Dollars

with Charles Parker as security said Bonds to be conditioned

according to Law and to be filed within thirty days from

the adjournment of this term of this Court

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#26

Know all men by these presents, that we Thomas Jones and Charles Parker are held and firmly bound unto Samuel = Thompson, Emma R. Thompson, Abram S. Fishburn and Thomas Ellis in the sum of Three Hundred Dollars for the payment of which well and truly to be made we bind ourselves, our heirs, Executors and administrators jointly and severally, firmly by these presents

The Condition of the above Obligation is such that Whereas on the tenth day of May in the year of our Lord One thousand, Eight Hundred & sixty at the term of the Circuit Court of the County of Marshall and State of Illinois then holden at the Court House in the City of Lacon in said County the said Samuel Thompson, Emma R. Thompson Abram S. Fishburn and Thomas Ellis by the Consideration of the Judge of said Circuit Court recovered a Judgement against the said Thomas Jones, dismissing the bill in Chancery of the said Thomas Jones therein filed against them to quiet the title of the said Thomas Jones to Lot Seven (7) in Block Eighty one in the said City of Lacon in said County and for Relief & also at the same time recovered a Judgement for their Costs & Charges in said suit by them therein Expended from which Judgement & decree of the said Circuit Court the said Thomas Jones then & there prayed for and obtained and Appeal to the Supreme Court of the said State of Illinois upon his Entering into bond in the sum of Three Hundred Dollars with Charles Parker as his surety therein within thirty days from the adjournment of this Court Conditioned as the Law directs

Now therefore if the said Thomas Jones shall prosecute

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his said Appeal with Effect in said Supreme Court, and shall pay whatever Judgement, interest, damages and Costs shall be awarded against him in Case the said Judgement of the said Circuit Court shall be affirmed then this Obligation shall be void. Otherwise remain in full force. Witness our hands and seals this 28th day of May A D. 1860

Attest

John Burns,

his
Thomas X Jones
mark
Ch^l. Parker Seal

State of Illinois }
Marshall County } I Sheldon Arnold Clerk of the
Circuit Court in and for said County
of Marshall and State of Illinois do hereby certify that
the foregoing is a true and perfect transcript of the
Records and proceedings in the above Entitled Cause had
in said Marshall County Circuit Court, and a true and
perfect Copy of all the papers and Records used in
Evidence in said Cause as appears from the Records and
files of my Office.

In Witness whereof I have hereunto set
my hand and affixed the seal of said
Court at Lacon this ninth day of
April A D. 1861

Sheldon Arnold
Clerk

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State of Illinois
Supreme Court 3rd Grand Division

April Term A.D. 1861

Thomas Jones } Appellant

or

Samuel Thompson }
Abram Fishburn } Appellee
Emma R. Thompson }
+ Thomas Ellis Sheriff
of Marshall County }

And now come the said
Appellant, Thomas Jones, by
Richard & Burns, his attorneys
and says that in the Record
and proceedings aforesaid there
is manifest Error in this
1st That the Court below Erred
in rendering a decree dismissing
the bill

2nd That the Court below ~~Erred~~
Erred in not rendering a
decree setting aside the said decree
from Ellis to Fishburn

3rd The Court below Erred in
not ordering and decreeing that
an account should be taken between
said Jones and Fishburn of the amount
of redemption money for which said
Jones was entitled to

4 The decree should have been that the
Sheriff due from Ellis to Fishburn should
be set aside, and that an account
be taken between said Jones the appellant

And said Fishburn of the amount
of redemption money to which said Jones
was entitled

And this he is ready to verify
wherefore he prays that ~~that~~ said
decree be rescinded set aside and
wholly for nothing estimated and
that this cause be remanded
for a new hearing.

Richmond T Birney
Att'y for Appellant

And the said defendants, by W. H. L.
Wallace their counsel, say that in the record
and proceedings aforesaid there is no such
error as the said appellant hath above in
that behalf alleged; and this they are ready
to verify; wherefore they pray that the said
decree may be in all things affirmed.

W. H. L. Wallace,
for appellees.

Thomas Jones 246

Samuel Thompson

Abram S. Fitchum

Ernest R. Thompson

Thomas Ellis Shiff

Marshall Co

Bill for relief

Filed Apr. 17, 1861.
L. Keland
Clerk.