No. 12658

Supreme Court of Illinois

Spurlock.

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vs.

Crook.

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Spurious
Cook
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State of Illinois
Third Grand Division

In the Supreme Court April Term A.D. 1858

George Spurck, Ann L Spurck & Thomas S Dobbins
vs
George Adams, William S Spurck, Martha McCrook & Hart P Anchor

And now comes the said plaintiffs in error and say that in the record and proceedings aforesaid and in the decree aforesaid manifest error hath intervened to their injury, and they assign for the following causes of error

1st The Court erred in excluding the deposition of Daniel O'Keefe

2. The Court erred in excluding the evidence of Hart P Anchor

3. The Court erred in not rendering a decree in compliance with the prayer of the Bill

[illegible]

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3. The Court erred in not rendering a decree in compliance with the prayer of the Bill

[illegible]

4. The Court erred in dismissing said Bill and discharging the receiver

For which said errors & others patent, the said plaintiff prays that said decree may be reversed, set aside and for naught held, and that a decree may be entered in compliance with the prayer in said bill contained

Ry Wood & Williamson
his Attorneys.

And the Defendant says that in the Record and proceedings aforesaid there is no error and that prays that the decree may be affirmed

J. H. Lloyd
for Defts

Be it remembered that on the 29th day of April A.D. 1853 that George Spurck & Ann L. Spurck & Thomas J. Dobbins filed their Bill in Chancery in the words & figures following to Wit: in the Circuit Court of Peoria County

To the Honorable Judge of the Sixteenth Judicial Circuit of the State of Illinois at a term of the Circuit Court next to be holden at Peoria in & for the County of Peoria in Chancery Sitting.

Humbly Complaining shew unto your Honor your Orator George Spurck & Ann L. Spurck his wife and Thomas J. Dobbins, that on the second day of November in the year of our Lord One thousand Eight hundred & forty six your Orator George Spurck and George A. Crook (whom your orator prays may be made a party defendant herein) Entered into a Copartnership with Each other in the Mercantile & produce business to be done in the name of George A. Crook and did on the day aforesaid Execute between themselves an Article of Copartnership of the date aforesaid which Article of Co-partnership is in substance as follows to Wit: This Article of agreement Made this second day of November A.D. 1846 by and between George A. Crook of the first part and George Spurck of the second part all of the City of Peoria & State of Illinois Witnesseth that the said parties have this day Entered into partnership in the Mercantile & produce business with the following agreement by both parties as follows the business to all be done in and under the name of — — —

[12458-5]

George A. Crook & all the personal or Real Estate or any Stock or any thing Else purchased in the City of Peoria & State of Illinois to be in the name of Said Crook or his Heirs or assigns, And it is further understood by both parties that at any time that said parties Should by Mutual Consent agree to dissolve there an invoice of all Stock to be taken and all the real Estate & personal ~~property~~ to be Equally divided after first making out Each parties book account both debt & Credit & then Said Crook to draw out the Amount of his Capital Even & above Said Spurck with Six per Cent intrest on the Same And it is also ~~agreed~~ further understood that Each party bind himself to Charge himself with all the Stock he may draw out of the Concern at retail prices, As witness our hands & Seal, Except Lot No 1 in Block No 3 in Water Street being property purchased of Chrisman

Signed G. A. Crook Seal

Signed George Spurck Seal

And immediately under the Seals & Signatures of the said parties is written as follows to Wit:

"The Said Spurck So long as the Copartnership Exists as Above is to pay one Half of the intrest on the Cost of the Said property now Occupied by me and paid for out of my individual money for the Sole benefit of my wife & Children G. A Crook

"It is mutually agreed & understood by & both that the Said G. A Crook on the date above mentioned had in the Concern thirteen hundred dollars and the Said Spurck had no Capital

G. A Crook

George Spurck"

And you order further Show unto you Honor that

Immediately after the date of the said Article of Copartnership your Orator, George Spurck & ~~George~~ the said Crook Entered into business at Peoria as partners in pursuance of the terms & Conditions of said Article of Copartnership in the Mercantile & Produce business & Continued to do such business until the 15th day of June Eighteen hundred & forty Eight on which last mentioned day the said George A Crook & George Spurck dissolved the said partnership between them. But your Orator allege & shew that after such partnership was formed & Entered into as aforesaid & before the same was dissolved as aforesaid the said partners purchased of Halsey O Merriman a lot of ground in the City of Peoria in the County of Peoria & State of Illinois, which lot is numbered as lot number three in Block number twelve in the City of Peoria & took his said Merrimans bond for a good warantee deed of Conveyance for said lot to said George A. Crook, when the said Merriman should be paid the Sum of Four Hundred & fifty Dollars therefor = Said lot was purchased for the use & benefit of said partnership & your Orator George Spurck paid to the said Merriman the Sum of Two Hundred & twenty five Dollars, for his the said Spurcks one Half of said lot & the said Crook has paid to said Merriman the residue of said purchase Money or price to said Merriman

And your Orator further shew that during the existence of the said partnership under the above named partners in their partnership business aforesaid made a clear profit in the said business to the Amount of at

least Six Thousand Dollars: Your Orator George Spurck during the Continuance of said partnership put into the Concern as original Capital about the Sum of Two Thousand Dollars, The said Crook has often Acknowledged & declared that the nett profit of said Concern during it Continuance Amounted to the said Sum of Six Thousand Dollars

And your Orator further represent that upon the dissolution of said Copartnership Concern the said parties accounted to & with Each other of & Concerning the Capital Stock Service Labor interest profit debts — Credits & Accounts existing between the parties and the whole Concern was mutually & Amicably settled between them: And it was mutually agreed between them that the said George Crook should retain all the Capital Stock & profit of the Concern with the Exception that the said George Spurck was to have Eighty Acres of land known as the De Groff land, which land is more particularly known as being the east half of the North East quarter of Section twenty five in Township nine North in range Seven East of the fourth principal Meridian and the Northerly half of the said lot number three in Block number twelve in the City of Dania, And the said Crook agreed to furnish the house which had been Erected thereon, Except plastering the said house then unfinished and was situated on said half of said lot, & also to give to the said George Spurck his said Crook's note for Five Hundred Dollars payable in Cash notes, due bills, or book accounts as might best suit his said Crook Convenience: And at the same time the said Crook made said Agreement he declared that this arrangement

ons a final settlement of said partnership Concern and thereupon on the day of said settlement and accounting aforesaid, the said Geo. A. Crook at the reguest & by Consent of the said Geo. Spurck promi=se and agreed to make a good warrantee deed for said Eighty acre tract of land known as the De. Groff land as aforesaid & the said half of the said lot to Geo. Patrick Ann. L. Spurck the wife of Geo. Peter the said Geo. Spurck: & at the reguest & by the Consent of the said Geo. Spurck the said Crook in Consideration of the said ac= Counting & settling & of the agreement aforesaid made & Executed his obligation in writing which is sealed with his seal & is as follows to Wit-

Peoria 15th June 1848 I this day have agreed to give Ann. L. Spurck a good and sufficient warrantee deed to Eighty Acres of land known and described as the De Groff land (meaning the half quarter Section aforesaid) & also to make to the said Ann. L. Spurck a good warrantee deed to the north half of Lot No 3 in Block 12 purcha ed of O H Merriman (meaning) the aforesaid Haley O. Merriman & to finish off the house now being Erected on said Lot Complete Except the plastering according to the Contract with the Carpenters. Also to give to George Spurck, My note for Five Hundred Dollars payable in Cash-note, due bill, or Book acct as may best suit my Convenience. To all the above and the faithful performance of the same I do hereby bind myself my heirs & assigns. As witness my hand & seal this day said Crook obligating him self to pay all debts dues & demands against said Concern (meaning) the partnership Concern aforesaid

Witness
William Wiseman

J. A. Crook (Seal)

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(12-58-6)

And when the said Crook executed the forgoing instrument he declared it contained a full settlement of said Copartnership and your Orator does swear such to be the fact. And your Orator further shew that said Merriman has since Conveyed the said Lot to said Crook; the deed of said Merriman to said Crook or to said Crook & wife is not in either of your Orators possession power or Control & they cannot therefore produce it, but a Copy thereof from the record will be obtained & made a part hereof. Your Orator have often severally requested the said George A. Crook to make a deed as required by his agreement aforesaid, but he wholly neglects & refuses to do so - & though in like manner requested he wholly neglect & refuses to Convey the said Eighty Acres DeGroff tract of land to your Orator or either of them

Your orator further state that in making the settlement aforesaid that the parties ~~aforesaid~~ did not go through a detailed accounting but made a kind of lumping burning of it and struck a balance from a general knowledge of the affairs of the said partnership and your Orator swear that it was fair Equitable & just adjustment of the said partnership - yet the said Crook wholly neglect and absolutely refuses to Convey said real-Estate as by the terms & Conditions of such settlement he agreed & bound himself to do & also wholly neglects & refuses to pay the said Five Hundred Dollars as he promised & agreed to do by the terms of the agreement last herein above mentioned

Your Orator further shew that the said George Spurck & Ann L. Spurck have sold assigned

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and transfered to the said Dobbins and their & Each of their respective right & interest in and to the said Eighty acres or De Graff tract of land and to the said half lot, and also to the said Contract for the payment of the Five Hundred Dollars aforesaid = And thereby has become Entitled to all the benefit and advantage therefrom

The said Crook ^ sometimes pretends that there was no Settlement Ever made of any of the said partnership affairs & Sometimes he admits it and says he will not perform his said agreement but by hook or crook delay your orator all in his power to do

All which acting & doing are Contrary to Equity fair dealing & good Conscience, and inasmuch as your orator are without any adequate remedy at law they pray that the usual writ of Summons in Chancery may issue to the said Crook directed inquiring & Commanding him to be & appear before your honor at some time & place therein to be named & then & there true full & perfect answer to make to the several Statements & ~~Obligations~~ allegations in this bill of Complaint Contained but not upon his Corporal oath his Answer upon oath being hereby Expressly waived - And that upon a final hearing herein your honor will order & decree that the said Crook shall Convey to your orator the said Dobbins or to your orator generally the said tract of land & the half of said town lot & for such other & further relief as to your honor shall seem meet & proper to Justice & Equity doth appertain

By their Solicitors

H O & A L Merriman

& Johnson & Blakely

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State of Illinois }
Jazwell County } ss George Spurck one of the said Complainants being duly sworn says that the matters & things ~~Contained~~ Charges & allegations set forth in the foregoing bill so far as they are stated as upon the knowledge of the said Complainants and so far as they are not so stated he has been informed and believes them true

George Spurck

Sworn to and subscribed
this 3d day of May A.D. 1854
before me D. Adams Clk
By J. S. Fowler dpty

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And now afterwards to wit on the day and year last aforesaid a Summon issued in said Cause in the the following words & figures to wit

The People of the State of Illinois

To the Sheriff of Peoria County Greeting

We Command you to Summon George A. Crook if he may be found in your County to appear before your Cir=cuit Court on the first day of the term thereof to be held at Peoria within and for the said County of Peoria on the 2d Monday of May next then & there in our said Court to answer the matters & things Con=tained in a certain Bill of Complaint Exhibited against him in our said Court on the Chancery side thereof by George Spurck Ann L. Spurck and Thomas J. Dobbin Complainants, And make return of this writ with an Endorsment of the time and Manner of Serving the Same on or before the first day of the term of the said Court to be held as aforesaid

Witness Jacob Gale Clerk of the Circuit Court of said County and the Seal thereof at Peoria this 29th day of April in the year of Our Lord One thousand Eight hundred & fifty three Jacob Gale. Clerk

Seal

Spurck &al Vs Crook

Summon, in Chancery

Served this Summon by having a copy of the same at his usual place of ~~residence~~ abode with Mrs George A. Crook and informing her of the Contents of said Summon this 29th day of April 1853 L B. Cornell Sh'ff

by John Bogner Depty

Serving 50
Copy 25
1 Mile 5
Return 10
90

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1/26/1853

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And now afterward to wit on the 14th day of June A.D. 1853 the Answer of the defendant was filed in the following words & figures to wit

George Spurck
Ann L. Spurck
his wife &
Thomas J. Dobbins
vs
George A. Crook

In the Circuit Court
of Scott County.
May Term A.D. 1853

In Chancery

The answer of George A Crook the Defendant above named to the Complainants bill of Complaint in this above Cause

The said defendant answering says that it true as stated in Complainants bill that George Spurck & Complainant did Enter into a Copartnership under Certain Articles of agreement which he supposes may be Carefully set forth in the said Complainants bill

He admits also that said parties under said Articles Continued in business until the 15th of June 1848 when they dissolved and all matters relative to the said partnership Concern was fully settled and adjusted and the said George Spurck then and there gave to this defendant his receipt in full for his Entire interest in said partnership Concern which said receipt is referred to as an Exhibit and made part of this bill - A Copy is hereto attached marked "A" The original defendant will produce upon the hearing of this Cause

This defendant further answering denies that the said partners at any time ever purchased of

Halsey & Merriman Lot number three (3) in Block number twelve (12) in Peoria or any other lot of land in said City of Peoria and Expressly denies that said Spurck Ever paid said Merriman or any other person any sum of money whatever for or on acount of said lot And denies that the same was Ever purchased for the use and benefit of said partnership. But that the said lot was purchased by this defendent alone and was paid for with the money of Martha M Crook wife of the Respondent, The South westerly half was again resold to H.O Merriman and the north Easterly half Conveyed by this respondent to William Spurck in Trust for the said Martha M Crook by deed dated January 24th A.D. 1849 a Copy of which marked G. is hereto attached and made part of this Bill. The original will be produced on the hearing of this Cause. So that in fact the said Martha M Crook is now and Ever has been since the purchase of said lot the sole owner in law & Equity of the same and this Respondent has no title to power or Control over the same in any manner whatever

Respondent denies that said partnership ever during the Existence of the business of the said Concern made a net profit of Six Thousand Dollars or any such sum or that the Respondent ever declared so as stated in said bill Respondent also denies that said Spurck ever put into said Concern or partnership any sum of money whatever

Respondent admits that on the dissolution of said partnership he and the said Spurck settled their account but not in the manner

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Stated in said Complainants bill But Respon-
dent paid the said Spurck all that was justly
due to him and took his receipt therefor as
hereinbefore Stated and set forth and in no other
Manner whatsoever He denies Expressly
that there Ever was any Contract that said
Spurck was to have the E ½ of the N E ¼ 25
of N 7 E Known as the De Groff land and the
North half of said lot number three (3) in Block
Number twelve (12) in the City of Peoria or that
he was to finish the house on said lot or give
said Spurck his note for Two Hundred Dollars
in Manner & form as Stated in said Bill
He denies that he ever agreed to make a deed
to the said Ann L. Spurck to said De Groff
land and said Lot or Either of them
He denies expressly that he ever Executed or
made the pretended written Contract set forth
in the Complainants Bill purporting to be da-
ted June 15th 1848 or made the supposed
declarations as Stated and set forth in said
Complainants Bill
Respondent has no Knowledge about the pretended
bumping settlement mentioned in Complainants
bill and Calls for proof thereof. He admits
that he refuses to Convey said land & lot to
the said Complainant and States that he has
no power or Authority to do so, nor has said
Complainant nor any of said Complainants any
right to demand such Conveyance, the said
De Groff land is also the property of said
12 Martha M Crook being held in trust for
her by virtue of a Certain deed of Trust

from George Spurck Complainant to Hart. P.
13 Ancker dated February 4th 1851 a Copy of
which said deed marked F. is hereto attached
and made part of this Bill; the original will
be produced upon the hearing of this Cause
Respondent further answering says he knows
Nothing of the Conveyance or pretended Convey-
ance of the intents of George Spurck and
Ann Spurck his wife to Thomas Dobbin as
Charges in said Complainant Bill he therefore
denies the same and calls for proof thereof
And this Respondent further answering States
that on the 19th day September A.D. 1848
the said Complainant George Spurck and
Ann L. Spurck filed in the Circuit Court
of Pima County their Certain bill of Complaint
against this Respondent George A Crook and
Haley O Merriman and on the 28th day of
April A.D. 1851 they the said George Spurck
& Ann L. Spurck filed in said Court in
the Cause aforesaid which was then still
pending in said Court their Amended
Bill of Complaint against this Respondent
George A. Crook Martha M Crook William
Spurck and Hart P. Ancker Copies of which
said Bill and Amended Bill are herewith
filed marked "B" & "C" and made part of
this answer the original will be Exhibited
upon the hearing of this Cause
And Respondent further answering says that
among other Statements and Charges in said
Bill and amended Bill Contained, the said
13 Complainant in said Bill George Spurck

[12158-13]

and Ann L. Spurck his wife who are also Complainants in this Bile Complain of the said defendent George A. Crook for and on account of the same identical grievance, injuries and Cause of Complaint as are stated and set forth in Complainants Bile in this Cause, as by reference to said Bile and Amended Bile will more fully and at Large Appear And this Respondent further Answering says that on or about the 9th day of March A.D 1852 and while the said suit of Geo. Spurck & Ann L. Spurck his wife against the said George A. Crook Martha M Crook William Spurck and Hart P. Ancker aforesaid was, still pending and undetermined in the Circuit Court of Peoria County the said George Spurck & Ann L. Spurck & George A. Crook & Martha M Crook with the Consent and approbation of the said William Spurck & Hart P. Ancker the other parties to said suit so made by the Amended Bile filed therein Entered into an agreement in writing under their hands and seals submitting to one David O'Keefe all suits Litigations and differances whatsoever then pending in Court between said parties as sole Arbitrator whose decision thereon was by said agreement to be final & Conclusive between the parties, A Copy of which said agreement & Submission marked "D" is herewith filed and made part of this Answer the Original of the same Can be procured will be produced upon the hearing of this Cause. And this Respondent Avers that the

matter and thing thus submitted to the said Arbitrator by said agreement of Submission were the same identical matter and things in Controversy in the present suit of the said Complainants George Spunck Ann L. Spunck and Thomas S. Dobbin against the Respondent And the Respondent further answering states that the said Daniel O'Keefe took upon himself the burden of the said Arbitration and on or about the 15th day of April A.D. 1852 proceeded to make out an award after having heard the parties, pursuant to the terms and Condition of the said agreement of Submission aforesaid A Copy of which said award marked "E" is herewith filed and made part of this Answer, the original will be produced upon the hearing of the Cause By reference to which said award it will be seen that all matters & things therein in Controversy between the parties were fully and finally determined and settled That among other things it was awarded and determined that the De Groff land so Called Containing Eighty acres Should be Conveyed to ~~said~~ by said Crook & wife to Thomas Hughes as trustee for Ann L. Spunck but in writing out said award the said Arbitrator made a Mistake in describing said land as being the E 1/2 of the N E 1/4 of Section Twenty Five (25) T 2 N R 7 E of the fourth principal Meridian whereas in truth and in fact said land is the South half of the South west quarter of Section Twenty Five (25) T 2 N R 7 E as aforesaid and was

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16 intended and ought to have been so described by said Arbitrator to the same being the land so= ally awarded by said Arbitrator to the said Ann L. Spunck as aforesaid

And this Ripondent further answering states that in that part of his said award in which it is stated and awarded that George A Crook and Martha M Crook his wife are Entitled to and shall be permitted to hold and retain pos=session of and Control over without hindrance from the said Geo. Spunck & Ann L. Spunck his wife of the house of the Easterly part of Lot No three (3) in Block No twelve (12) in the City of Peoria being the same in which - Mathew L. Grenold ~~works~~ now lives " the word North before the word Easterly was omitted by mistake of said Arbitrator it being the inten=tion of said Arbitrator & the said Arbitrator in fact did award to said Crook & wife the North Easterly half of said lot being the same part on which said Mathew L. Grenold then resided.

And this ripondent further answering states that he has at all times been ready and that the said Martha M Crook his wife and the said Hart P. Ancker her Trustee have at all times been ready and willing to Comply with the terms and Conditions of said award and state are ready and willing and have of=fered and still offer to all things to Com=ply with the terms and Conditions of the same

That on the 27th day of April 1852 he

Caused the following notice to be served on George Spurck and Ann. L. Spurck his wife to wit "

Xenia April 27th 1852

To

George Spurck &
Ann. L. Spurck

Please take notice that I have this day deposited with E. G. Sanger Esq Master in Chancery a deed for the De Groff land as also my three note, amounting to Four Hundred Dollars payable at 6. 12 & 18 months with Six per cent intrst secured by Mortgage on Lott number (6) in Block Number (3) on Water Street Xenia the above is in accordance with an award made by D. O'Keefe dated 15th inst and delivered on the 21st inst. The above land & note with security are at your disposal when you shall have complied with your part of said award and indemnified me against a certain injunction notice served on me by E. N Powell Esq attorney for H. N Kearney. You and Each of you are further notified that on the 10th day of May next I shall attend at the Office of Purple & Sanger where the deed & note are deposited & unless you and Each you appear & Comply with said award and this notice I shall take it for granted that you do not intend to Comply and shall act Accordingly

George A. Crook "

And the defendant further answering states that he did deposit with the said Sanger for the purpose in said notice mentioned for the

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benefit of said Ann. L. Spurck a deed from Hart. P. Ancker Trustee of Martha M Crook made and executed by said Trustee by the request and under the written instructions & direction of the said Martha M Crook: to Thomas Hughes Trustee for Ann. L. Spurck for the De Groff land being the W ½ SW ¼ Sec 25 T 9 N R 7 E fourth principal Meridian Illinois, which said deed bears date & was deposited with said Sanger on the 27th April 1852 which said Deed Respondent will produce upon the hearing of this ~~date~~ Cause - A copy of the same is herewith filed Marked „H„ and made part of this answer, and at the same time your Respondent also deposited his said note as in said notice mentioned and also a Mortgage Executed by Hart. P. Ancker Trustee of Martha M. Crook - Made & Executed by her written Consent instruction and direction upon part of Lot (6) in Block (3) in Peoria: to George Spurck to secure the payment of the said notes, which said Mortgage is Marked „I„ and which said note are Marked severally 1. 2. & 3 and Copies of Each hereto attached and made part of this Bill the Original will be produced upon the hearing of this Cause Respondent further answering states that he & his said wife Martha M. Crook did make & Execute under their hand & Seal to said Spurck & wife their receipts - & release in full as contemplated by the agreement of Submission aforesaid and by the award made between the said parties ~~aforesaid~~ before referred to which said release or receipt was delivered to Onslow Peters Esq Counsel for said Spurck & wife

And is now in his or their possession so that Respondent cannot produce the same to the Court nor give a copy thereof. Said Complainants are notified to produce the same upon the hearing of this Cause. And Respondent has otherwise in all respects been ready and willing and offered and still is ready and willing and offers in all things to Comply with the terms and Conditions of said Award.

And if upon investigation it shall be found or ascertained that any of the offers or papers made by Respondent or by others intending to Comply with the said award should be in any manner deficient or defective he still offers at his own Costs and Charges to do all such acts and make Execute & deliver all such papers and documents and Cause the same to be made Executed & delivered (as the Court may direct) and which shall on his part and on the part of his wife and her Trustee Amount to a strict and literal Compliance with the Condition and terms of this award.

And this Respondent further answering says that the said award is in full force unreversed & and binding and obligatory upon the parties & that said Complainants have at all times refused to abide by and perform the same or any part thereof And this Respondent further Answering says that the said Suit in Chancery herein before referred to of George Spurck & Ann L. Spurck his wife vs George A. Crook & Matthew M. Crook his wife & others was by the agreement of the Parties to the same on the 13th day of March AD. 1852

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by this Consideration and Judgment of said Court dismissed. And this defendant sets up & insists upon the dismissal of this Suit in manner and form aforesaid, as a bar to the present pro=ceeding in the Complainants Bile in Chancery in this Suit now pending in said Court - upon the same Charges & allegations & Seeking the same relief as in and by the Bile and Amended Bile aforesaid was Charged alledged & sought, which said Bile was dismissed as aforesaid

And now having fully answered he prays to be dismissed with his Cost

George. A. Crook
by Purple & Sanger
Solicitors

And now afterwards to wit on the twelfth day of Dec A.D. 1853 the following prayer for Change of Venue was Made

George Spurck
Ann. L. Spurck
Thomas J. Dobbins
vs
George A Crook
and others

In the Circuit Court
of Peoria County

In Chancery

George A Crook one of the defendants in this Cause being duly sworn according to law says that the Hon H. M Bead now presiding as Judge of this Court is prejudiced against this defendant in this Cause so that he cannot

as he fears receive a fair trial in said Cause before him and also that the Hon Onslow Peters Judge of this Court is prejudiced against the said Defendant and hath been Counsel in said Cause and still is acting as Counsel in the same so that he could not expect a fair trial in said Cause before him Affiant further states that this application for a change of Venue is made with the Consent of all the defendants in this suit & further says not

G. A Crook

Sworn to before me this
9th Dec 1853
S H Purple
Notary Public Peoria City
" Illinois

Upon the foregoing affidavit the defendant George A Crook Respectfully ask for a change of Venue in this Cause pursuant to the Statue in such Case made & provided

Purple & Sanger
for said Defts

And now afterwards to wit on the 9th day of January A.D. 1854 the following Answer of Defendant was filed

George Spurck
Ann L. Spurck
Thomas J. Dobbins
vs
George A. Crook
William Spurck
Martha M Crook
Hart P. Archer

In the Circuit Court of Peoria County

In Chancery

The joint and several answer of the said defendants William Spurck Martha M Crook & Hart P. Archer to the Complainants Amended & Supplemental Bill and George A Crook to the said Supplemental and amended Bill filed in this Cause

The said Defendants for answer to the said Bill and Amended Bill or to so much thereof as it necessary and proper for them to answer unto Say, That they have severally Examined and heard read the Answer of George A. Crook filed to the original Bill of Complaint in this Cause and that to the best of their Knowledge information and belief the said Answer (Except so much thereof as denies the Execution of the Contract set out in said original Bill dated June 15. 1848) is true and the said Defendants William Spurck Martha M. Crook & Hart P. Archer do adopt the same with the Exception aforesaid as their answer to the said original Bill. And as to the Making or Execution of the said Contract they

neither admit nor deny the same But insist upon the proof thereof

These defendants admit that if any such Contract was ever made of which the said Defendants Spurck Anchor & Martha M Crook have no actual knowledge nor reliable information! they presume that it may have been the intention of the parties to the same to Contract & Convey the North Easterly half instead of the North half of the said lot — And the said Defendant Crook says that the said Contract if the same was ever made is in no respect binding or obligatory on him for the reasons stated in his original Answer and also for the reasons hereinafter stated

Defendants admit that the north Easterly half of said lot is properly described in Complainants amended bill

Defendants further answering deny that any part of said lot was paid for out of the partnership property or funds of the said Spurck & Crook or that the same ever belonged to said firm or was part of the property thereof, and allege that the same was wholly purchased and paid for by & with the money & funds of the said Martha M Crook They admit that on the 18th day of January A D 1849 said H. O. Minnman by his deed of that date Conveyed the said north-Easterly half of the said lot to the defendant George A. Crook. But deny as they are advised by Counsel & believe he the said George A. Crook then & there became the holder of the fee simple title to the same & insist that inasmuch as the same was pur-

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Chased with money & funds of the said Martha M Crook he held the same as a Trustee merely for her use

They deny that said Crook under the Circumstances Should have Conveyed the said lot to said Spurck as Charged in said Bill

Defendants admit that on the 24th day of January A.D. 1849 the said George A. Crook by his deed of that date Conveyed said lot to William Spurck in trust for the said Martha M Crook as he lawfully might do and ought to have done for the purposes aforesaid And not with any intention or design to Cheat or defraud the Complainants or any other person. Said deeds are admitted each to be in possession of the Grantees Defendants Spurck & Crook

These defendants admit that at a former term of this Court Certain Suits were pending in Chancery and at law, that said Suits were referred to arbitrators as Charged in said bill, that they made & filed their award and that the same was set aside & declared a nullity for the reasons filed & of Record in said Cause & not alone for insufficiency of the description of said lot These defendants further answering deny that to the best of their Knowledge information & belief the said Martha M Crook requested the Deeds land to be Conveyed by said George Spurck to Hart P. Ancker in trust for her for any of the reasons stated in said Bill But as they are informed and believe said request was made because said Martha had a right by the Convey ance to Spurck in trust to her demand said Conveyance & Because she had lost Confidence

in said Spurck & did not longer deem him to act as such Trustee, they admit that the said Martha made the request in writing and that said Spurck made the Conveyance at the time stated in said Bill, But deny Expressly that it Contained any reservation or Contract that said Ancker would Convey by quit Claim deed or otherwise the De Groff or any other land to the said Ann L. Spurck. Said deed is in possession of said Crook and he is willing to produce the same as the Court shall direct

Defendants admit that said Ancker may have signed such a deed as is stated Bill Conveying said land to said Ann L. Spurck & placed the same in the hands of the arbitrators to be delivered on Condition that the same should be authorized by their awards: This deed if made the Defendants think was of no force or Effect & Certainly after the award was set aside was together with any agreement of Counsel in relation to the same as stated in said Bill Wholly and Entirely Void

What finally became of such deed if any such was made defendants have no Knowledge Here defendants admit that the said Referees made an award deciding that the said Ann L. Spurck was Entitled to the De Groff land & Suppose that the deed were delivered as stated in said Bill. They admit that George A. Crook and his wife have never admitted but have always denied the authority of said Arbitrators to make any Contract whereby said land was or should be Conveyed to

25 the said Georg Spurck or his wife Ann. L. Spurck & state that they verily believe that he never have any such Authority – But in-as-much as the Complainants themselves shew that the Report of the said Referees or arbitrators was set aside & annulled by order of the Circuit Court of Peoria County and in-as-much as they make no claim to any relief or decree for or on account of said award or any matter or thing Connected therewith, these defendants are at a loss to know how the same becomes in any respect material in this Cause

Defendants admit that said Martha M. Crook by herself and tenants have Continued to occupy the said House and lot and to receive the Rents and profits thereof – which Rents as they are informed and believe have amounted in all to about the Sum of Seven Hundred & fifty dollars. They admit also that he has been for some years in possession of the De Groff land they deny that the value of the Rents thereof have amounted to anything like the Sum of Five Hundred Dollars and that the lasting and permanent improvements put upon said De Groff land by said Crook Exceed in value all rents received by him & the use & Occupation by him of the same

Defendants admit that William Spurck has no interest in said House & lot Except as a Trustee, they deny that the Conveyance to him was in fraud of said George & Ann. L. Spurck or that he had any notice of any Equitable interest of said George & Ann. L. in and to the same. Also they admit that said Ancker is but a Trustee for the said Martha M Crook,

without any interest otherwise than as such in said real Estate

These defendants admit that said suits were title pending in the Circuit Court of Pana County as stated in Complainants Bill when the same and all matters in difference therein were submitted to said Daniel Okeefe arbitrator as particularly stated & set forth in the answer of Defendant Crook to Complainants ~~Bill~~ original Bill. Defendants further answering state that said Okeefe did take on himself the burden of the said Arbitration and did make and publish & deliver to both parties his award in manner & form particularly set forth in said Crooks answer to said original Bill

Defendants state that the said award was perfected and delivered and was & is binding and obligatory on the parties

Defendants deny that said Arbitrator undertook to decide upon any matters not submitted to him that it is already explained in said Crooks Answer to the original Bill that said Okeefe made a mistake in the description of the De Groff land in his award to which said explanation reference is made

Defendants further answering state that the said Arbitrator did not exceed his authority in ordering the Conveyance to be made to a Trustee for the benefit and use of the said Ann L. Spurck and it will be found upon an Examination of the Bill in the Chancery suit that accompanies said Crooks original answer, that said Bill was filed among other things to perfect the title to said De Groff

land in the said Ann. L. Spurck and if a proper Case had been made Appoint a Trustee to receive & hold the title for her. The Arbitrator to whom the Cause was submitted would have the same power and no harm Could possibly result to the parties from such appointment, more Especially be since said Crook & wife & Ancker have hitherto been willing & offered and still do offer to perform said award & Convey said land Solely for the use and benefit of said Ann. L. Spurck

Defendants further Answering say that the suit in favor of the said Chas. Hamilton vs George A ~~Spurck~~ Crook was one of the suits then pending in said Circuit Court of Peoria County & which was submitted to said O'Kufe in said Submission. Said suit was upon a note given by defendant Crook to William Spurck and by him sold and assigned to George Spurck by whom suit was brought thereon in the name of Chas. Hamilton: he said Spurck being all the time the party in interest in said note as defendants are informed and believe And the said George Spurck stated to the Arbitrator said note then being present before him, that the same was a part of the matters submitted to be passed upon by said Arbitrator

And these defendants submit that even if said suit or note did not Constitute a portion of the matter submitted to said Arbitrator and if the same was not the property of said Spurck that then his deciding that said suit should be dismissed would not vitiate nor in any manner Effect the residue of the award of the said Arbitrator

Defendants further answering say that the said award was made and consummated that it was made out and signed by the arbitrator and in two or three weeks thereafter Orsler Peters for the Complainants Spurck & Wife paid said O'Keefe his fees $30.00 as such Arbitrator and said award was fully delivered to him & about the same time a copy was delivered to said Crook or his attorney upon his promise to pay one half of said fees. They deny that the payment of said fees had anything to do with the making of said award, other than that said O'Keefe refused to give the same to the parties until his fees were paid. And the said Defendants further Answering say that long before the filing of the original Bill in this Cause said Crook and Ancker did pay to said O'Keefe the one half of said fees as Arbitrator! to wit, $10.00 June 26th 1852 & $5.00 July 26th 1852 according to said promise, and took said O'Keefe's receipts for the same which they still hold and will if necessary produce on the hearing of this Cause

And these defendants further answering deny the said Crook positively and the said Martha M. Spurck & Ancker to the best of their knowledge information and belief that the said award of the said Arbitrator was procured by the fraud of the said Crook as stated in said Bill. Said Crook denies most positively that he ever got possession of said paper in said Bill mentioned in any manner whatever, and that he has no knowledge information or belief where the same is or how if the same was lost it became so

[12458-05]

And defendants deny that whether said Arbitrator had at the time he made his said award possession of said papers or not, that it made any sort of differance in said award as he was fully and Entirely acquainted with the Contents thereof
Said defendant deny that the said Brooks held private interviews or made declarations to said O'Kufe upon the subject matter aforesaid or made false or fraudulent representations as Charged in said Bill, which in any manner influenced the award of the said Arbitrator, and they submit that any intimation of the sort is a reflection upon the honesty, honor, and integrity of Major O'Kufe utterly groundless in itself and which the parties who made it well Knew at the time was false and untrue
The said defendants further answering deny that to the best of their Knowledge information and belief any such unjust illegal or improper influences through the agency of the defendant William Spurck were ever brought to bear or attempted to be made to influence the said Arbitrator in his decision as are Charged and stated in said Bill.
That that part of said Bill is in their opinion all a "Fudge", got up for the occasion for the want of more substantial ammunition with — which to attack said award of said Arbitrator
That the said David O'Kufe after having assumed the burden of said Arbitration and undertaken to decide according to Justice & Equity between the parties should permit himself to be talked to tem=pted with or influenced in any manner in his

decision or should Corruptly or Clandestinely receive Evidence or listen to Suggestions from the parties or their friends, and thereby suffer his judgment to be biassed or his mind Corrupted is a proposition too monstrous & absurd to be for a moment Entertained. The Complainants may assert it, But these defendants do not believe it

These defendant further answering say that they do not Know whether said O'Keefe was or was not Sworn as an arbitrator nor do they suppose it make any difference whether he was or not

Defendant further answering ~~say~~ States that it is not shown at what precise time said Submission was made, it bears no date whatever & that although the releases Executed by the parties are upon their faces and by their terms in full up to the time of making the said award. Yet defendants say that the said releases were the same by both parties, that they were voluntarily executed by said parties and that, that portion of the award having been already performed it is Entirely too late to raize any objection to the Authority of the said Arbitrator to make the same. That in fact there were no dealings or transaction of any kind or Character between the parties to said award after said Submission to the time of said award so that in no Event Could Either of the parties be in any manner prejudiced or Affected by that particular portion of the same, and these defendants are advised by Counsel and believe that the making or Executing said releases Could in no way Affect the interests of the parties & that

without that portion of it said award was & would have been entire and perfect to settle all the Controversies between said parties

Said defendant further answering say that it is true that said Crook presented certain notes for allowance to said arbitrator against said Spurck, But deny that it was done in the absence of said Spurck Said Spurck was present at the time & attempted to show how said notes had been paid but whether he satisfied said Arbitrator on this point ~~or not~~ defendant cannot state, nor do they know whether said notes were or were not allowed being wholly ignorant of the basis and of the items upon which the said Arbitrator made up his awards

They deny that if said notes were allowed by said Referee or Arbitrator that such allowance was "iniquitous, inequitable or unjust" as charged in said bill

Defendants do not understand what Complainants mean by stating that said Arbitrator awarded upon a suit in Chancery in which said Martha A. Crook was not a party, Martha A. Crook was not a party to any ~~suit~~ of said suits. But they deny that said Arbitrator decided upon any suits which were not expressly submitted and intended to be submitted by the parties and the agreement of submission

Defendants further answering deny that said Arbitrator exceeded his authority in awarding that Each party should pay half the Cost of the arbitration being Costs in the Chancery Case of Spurck & Wife vs Crook & wife and of the case submitted to said Arbitration. and the said Cost of said

Arbitration not having been ~~made~~ paid or adjusted but were standing by order of Court to abide the final determination of said Suit

They admit that said Martha M Crook was a Married woman but insist that because she is so she is not bound to violate her Contract, nor is it to be presumed she will do so and in this instance her husband and her Trustee were bound to the strict performance of her said Contract & she has herself always hitherto been ready and willing & offered and still offers to be bound by and perform — said award & until she refuses to perform. Said Complainant cannot set up her privilege if she has any against the validity of said award Said defendants deny that the said Crook has at any time removed any fence from the De Bry land whereby the same became depreciated in value: he did at one time remove some rotten fence and replace the same with good rails & has never since taken any rails or fence off said lot and that said fence on said land is as good as it was at the time said award was made natural wear thereof excepted & Complainant, might had they Chosen to do so have at any time taken possession of said land by Complying with the terms of said award and that by anything said Crook has done to said land he has not put it out of his power to Comply with said award

They admit that said Crook has the Receipt of said Spruck in full of all demand, its Effect they understand to be matter for the Consideration of the Court

Defendants further answering say that they are unable to perceive what bearing all the Conversation detailed in said Bill relative to the dismissal of the suit therein afsena to Can possibly have upon the present Controversy. It is agreed by the Submission that they are to be dismissed they were dismissed accordingly. A Motion was made at the next term to re-instate them upon the Docket the parties made their affidavits & all the matters & things in relation to the dismissal of the same were duly Considered and adjudicated by the Court and the motion to re-instate was over ruled and finally decided Until that Judgment is reversed & Especially as it is not any where shewn why or for what particular purpose this long narrative and Colloquy are introduced into the said Complainants Bile. They seek no relief nor ask any decree or discovery in relation to the said Subject matter. These defendents deem it unnecessary for them to make any other or further answers to that portion of said Complainants Bile

These defendent further answering deny that the said George A. & Martha McCrook are insolvent as stated in said bill and allege that they are abundantly able to pay the rents and profits of the said lot & land should the Court adjudge any such rent to be due from them, either for rents which they have received or for the use and occupation of said lot and land aforesaid. But they deny that in their opinion and as advised by Counsel they or either or any of said Defendants are liable

for any such rents or use or occupation
And the said defendants pray that this their
answer may be taken and considered as a
special demurrer to said Complainants bill
and amended and supplimental Bill —
Because the said Bills are uncertain in=
sufficient Contradictory and unintelligible
Because none of the documents referred to or
Exhibited or filed with the said bills so that
the Court can possibly see or know or understand
the subject Matter or merits of said Bill
Said Defendants also pray that in filing this
answer they may not be considered by the Court
as having waived their right to insist upon their
Motion to strike said original & supplimental
bills from the file because the were composed
written & filed in the Circuit Court of Peoria
County by Onslow Peters Judge of said Court since
he was elected and qualified Judge thereof
thereby practicing in his own Court in the
names of other attorneys of said Court
And now having fully answered the said
defendants pray to be dismissed with their
Costs

Purple & Sanger
for Defts

State of Illinois }
Peoria County } ss

George A. Crook being duly sworn according to law says that he has heard read the foregoing answer in Chancery and that the same as to so far as the statements therein made purport to be made upon the knowledge of the said defendant are true and that the residue of said statements are true to best of his knowledge ~~and belief~~ information and belief and further saith not

G. A Crook

Subscribed and sworn to
before me this 9th day of
January AD 1864

N H Purple
Notary Public
Peoria Co, Ills

Held to a term of the Circuit Court begun and held at Pekin within and for the County of Tazwell and State of Illinois on the first Monday of May in the year of Our Lord One Thousand Eight Hundred & fifty four. Before the Hon David Davis Judge of the Eighth Judicial Circuit of the State of Illinois Composed of the Counties of Sangamon Tazwell &c

Be it remembered that on the 18th day of April A.D 1854. A Transcript from the Circuit Court of Peoria County was filed in the word and figures following to wit

Proceedings in Chancery before the Circuit Court begun and held in the City of Peoria in and for the County of Peoria in the State of Illinois on the third Monday of November in the year of our Lord. One thousand Eight hundred and fifty three, it being the twenty first day of said Month. Present the Honorable Onslow Peters Judge of the sixteenth judicial Circuit in the said State of Illinois presiding to wit:

Wednesday Dec 7th A.D. 1853

George Spuck
Ann L. Spuck &
Thomas S. Dobbins

vs For Conveyance of land

George A. Crook

~~This day came the Complainants by Manning their solicitor and Entered a Motion for leave to amend~~ This day came the Complainants by Manning their solicitor and Entered a Motion for leave to file Amended and Supplimental bill and for an injunction and the appointment of a receiver

Friday December 9th AD 1853

The Hon'd H. M Read Judge of the tenth Judicial Circuit presiding

George Spurck
Ann L. Spurck &
Thomas J. Dobbin

vs For the Conveyance of land

George A. Crook

On Motion of the Complainant leave is given them to file an amended bill of Complaint in this cause

Monday December 12th AD. 1853

The Honorable H. M Read Judge of the Tenth Judicial Circuit presiding

George Spurck
Ann L. Spurck &
Thomas J. Dobbin

vs For Conveyance of land

George A. Crook
Martha M. Crook
William Spurck &
Mark T. Anckey

This day came the defendant by Purple & Sanger their Solicitors and Enters a Motion for a change of venue in this cause, Whereupon it appearing to the Court that the Judge of this Court has been Counsel for one of the parties herein ~~named~~. A change of venue is awarded to the County of Fayette in this State and the Clerk of this Court is directed to transmit a transcript of the Record and proceedings herein and the papers to the Clerk of the Circuit Court of Fayette County duly Certified according to law

State of Illinois }
Peoria County } ss

I, Jacob Gale Clerk of the Circuit Court of Peoria County do hereby Certify that the foregoing is a full and Correct transcript of the Record and proceedings in said Court in a Certain Cause in Chancery above set forth and that the accompanying papers in my Office filed in said Cause

Seal

In Witness whereof I hereto my hand and affix the Seal of said Court at my Office in Peoria this 17th day of April A.D. 1854

Jacob Gale, Clerk.

And now afterwards to wit: on the third day of May A.D. 1854 the following Motion & Affidavit was filed in said Cause in the words & figures to wit:

George Spurck
Ann L. Spurck
Thomas J. Dobbins
vs
George A. Crook
Martha M. Crook
William Spurck &
Hart P. Ancker

In the Circuit Court of Tazewell County

In Chancery

State of Illinois }
Tazewell County } ss

George A. Crook being duly sworn according to law says that the original Bill

filed in this Cause with the exception of the Sig=nature of Counsel is in the hand writing of the Hon Onslow Peters who was on and before the 29th day of April 1853 when said bill was filed Judge of the Circuit Court of Peoria County in which the same was filed and said Suit Commenced: That as he verily believes the whole of the Supplemental bill Signatures of Counsel and all is in the hand writing of the said Hon Onslow Peters who was also at and before the 29th Dec 1853 when said Supplemental Bill was filed Judge of the said Circuit Court of Peoria County and still Continues to be Judge of the said Court. Affiant further states that he has been informed and believes that both said Bill and Supplemental Bill were written and Composed by said Judge and by him either filed or Caused to be filed in the Office of the Clerk of the Circuit Court of Peoria County, as, and for the Commencement & prosecution of the above Entitled Cause, and that as he is advised by Counsel and believes, the same is on the part of the said Judge practicing or attempting to practice law in the Court in which he presides as Judge, which as this affiant is advised and believes is Contrary to the provisions of the 8th section of the 11th Chapter of the Revised Statutes of this State

Affiant further States that for the reason that the said Judge was thus Acting as Counsel for the Complainants in this Suit he did not insist upon the hearing of any motion in the Circuit Court of Peoria County to dismiss this Suit or strike the Bill & Supplemental Bill from the files, But

under advice of Counsel to prevent what he and his said Counsel Considered would be altogether unjust & inequitable, the issuing of an injunction and appointment of a Receiver in said Cause, he under advice of Counsel aforesaid filed his answers to the said Original and Supplemental Bills in said Court, Understanding from his said Counsel that said Judge being of Counsel in the Cause would not hear or decide a motion of such Character and further affiant saith not

Subscribed and Sworn to
before me this 3d day of May
A.D. 1854 J.A Jones Clk

G. A Crook

George Spurck
& others
vs
George A Crook
& others

In the Circuit Court of
Yazoo County

In Chancery

The Counsel for the Defendant Enters a Motion to Strike the Bill and Supplemental Bill filed in this Cause from the files for the following reasons
1st Because as appears by the Record the Hon Orlando Peters Judge of the Circuit Court of Yazoo County was of Counsel in the Cause at the time of its Commencement
2nd On account of the facts disclosed in the affidavit of George A. Crook herewith filed

May 3d 1854

Purple for Defts

And now afterwards to wit on the day and year last aforesaid the following affidavit was filed in said Cause in the following words & figures to wit

State of Illinois }
Tazwell County } ss

Tazwell Circuit Court
May Term A.D. 1854

George Spurck & others
vs
George A. Crook & others

Julius Manning being duly sworn says that he is an attorney and Counsellor at law and a Solicitor & Counsellor in Chancery of the State of Illinois, That he is the same person whose name is subscribed to the amended bill filed in said Cause as one of the solicitors of the Complainant: that at the time of the writing of said amended bill Orlow Peters was Judge of the sixteenth Judicial Circuit of said State, that this affiant is informed and believes that long before he was Elected Judge of said Circuit said Orlow Peters had been retained, and had acted as attorney Solicitor and Counsellor for the said Complainants either in regard to said suit or the subject matter thereof and other suit and arbitrations as set forth in the bill in said Cause, and that said Peters declined and absolutely refused to act as Judge in regard to the subject matter of the said Cause. This Affiant was retained in said Cause after the filing of the bill and before the filing of the amended Bill in said Cause, And as this affiant was not told informed in regard to the matter & fact involved

in said Cause, this affiant inquired of and Concerning them of said Orlow Peters & because said fact were complicated and well known to the said Orlow Peters, and not to this affiant & because this affiant was pressed for time and because said Peters could not and would not in any manner act as Judge in said Cause, this affiant requested said Orlow Peters to write them out in said amended bill instead of otherwise writing them out or stating them to this affiant and Compelling this affiant to write them out or transcribe them in said amended bill, which said Orlow Peters Kindly Consented, And this affiant expressly states that said Orlow Peters had Authority to sign this affiants name to said Amended Bill and that so far as this affiant was Concerned, this affiant adopted said Amended bill, and that it was properly filed as this affiants Amended Bill in said Cause so far as this affiant is Concerned. And this affiant further says that so far as this affiant knows or believes the said Orlow Peters was not attempting to practice law in his own Court by writing said Amended Bill on the said request of this affiant in manner aforesaid.

This affiant further states that he is informed and believes that the said original Bill filed in this Cause was prepared by said Orlow Peters before he was Elected Judge, although it was not filed until after that time

Julius Manning

Sworn & Subscribed this
3rd day of May 1854 before me
J. A. Jones Clk

[12150-29]

And now afterward to wit on the fourth day of the month & year last aforesaid the following affidavit was filed in said cause in the following words & figures to wit:

Thomas S. Dobbin

George Spurck & Wife	}	In Chancery
vs	}	In the Jazwell Circuit
George A. Crook & others	}	Court by Change of Venue

Onslow Peters being duly sworn says that the original bill in the above entitled cause was written & filed under the following circumstances viz. = The subject matter of this suit had been long in controversy between some of the parties hereto & this affiant had been counsel for said Spurck & wife from its commencement = after the award was made by Okeefe as stated in the original bill the said George Spurck had several conversations with this affiant & H.O. Merriman Esq who was also counsel for said Spurck; and it was concluded to commence the present suit = and it was then arranged that the said H.O Merriman should prepare the bill and get it ready to be filed, this was in the year 1852 = said Merriman left this State for the South sometime in the latter part of that year, and after this, ar=rangement was made, and continued absent during the winter, the papers being left with A.L. Merriman Esq the brother and then partner of said H.O. Merriman with the understanding after said H.O. Merriman had left that said A.L. Merriman should prepare the bill About the first of January 1853 or sometime during that month this affiant called upon said A.L. Merriman to ascertain if the bill in Chancery was ready and he informed affiant that it was not ready, that he was not familiar Enough with the

fact to prepare it, without much labor, requested that this affiant would do it = affiant then took the papers to his office and prepared the present Original Bill, and had it ready before the time for Service at the regular March Term of said Peoria County 1858 which term was to have been holden on the first or second Monday of March = When the bill was got ready it was ascertained that there would be no Court holden at Peoria at that term and so the Bill was not filed Afterward, this affiant was elected Judge of said 16th Judicial Circuit and was Commissioned on the 28th of that month as affiant now recollects it

Affiant further says that afterward, George S. Blakely his former partner, who had then become a partner of E. G. Johnson Esq under the firm of Johnson & Blakely took the bill then prepared by this affiant & attached the name of Johnson & Blakely to the Bill as Solicitors of the Complainant, Affiant thinks said Blakely spoke to this affiant about it and obtained his Consent to so use the said bill, This affiant did not act as Counsel in the filing of the said bill nor did he write any part of it or act as Counsel in the Commencement of said Suit, after he was so elected Judge of said Circuit Affiant says that as to his writing said Supplemental Bill it was under the Circumstances & for the Cause Substantially as set forth in the affidavit of Julius Manning filed in this Cause = This affiant had been long Connected with the Controversy, as Counsel for some of the parties and Mr Manning applied to affiant for papers & for fact relating thereto, which this affiant from time to time furnished, And when the paper now filed as a Supplimental bill was written by affiant he did not suppose it would be used, other than as means to enable said Manning

to prepare a bill to be filed = but having read over the same to said Manning he said it was all well enough he thought without re-writing it, and requested that he should be permitted to use it for that purpose & he did take it and file it in this Cause as affiant is informed and believes, Affiant was well aware that said Cause could not be tried before him as Judge of said Circuit ~~Court~~ and acted only so far in the matter as necessary to enable the said Counsel Mr Manning to understand the Case & take Charge of it in the place of Affiant which affiant then believed & still believes that it was not only his right but his duty to do so

Subscribed & Sworn to
this 4th day of May
1854 before me
J. A Jones Clerk

Onslow Peters

And now afterwards to wit on the sixth day of the month & year last befor aforesaid the following Replication was filed in said Cause in the following words & figures to wit:

State of Illinois }
County of Tazewell }

Tazewell Circuit Court May Term AD.
1854

George Spurck &
Ann L. Spurck Complainants
vs
George A. Crook
William Spurck
Martha M Crook &
Hart P. Anchor

The replication of the said Complain=ants to the answers of the said defen=dants to the said Complainants orginal and amended bill in said Cause,

The Repliants now and at all times saving and re=serving to themselves all right of exception to said answers for replication thereto say that the said answers are evasive insufficient and untrue and that — notwithstanding said answers the said orginal and amended Bill are true in substance & fact And that they the said Complainants will aver Maintain and prove them true whensoever and Wheresoever this Honorable Court shall direct, And these Repliants pray as in their said Bill they have above prayed &c

Manning & Merriman
Solrs for Complainants

And now afterward, to wit: on the tenth day of the month and year last aforesaid the following Affidavit was filed in said Cause in the following words and figures to wit:

State of Illinois } ss.
Jazwell County }

Circuit Court Jazwell County
May Term AD. 1854

This day personally appeared before me the under=signed John A. Jones Clerk of the Circuit Court for said County, David O'Keefe who being duly sworn deposes and says that he is well acquainted with George A. Crook and Hart S. Anckter two of the de=fendants in the Cause in Chancery pending in the said Circuit Court wherein George Spurck Ann E. Spurck and Thomas S. Dobbins are Complainants

and George. A. Crook Martha M Crook William Spurck and Hart S. Ancker are defendants. This affiant further says that from his knowledge of the pecuniary circumstances of said George. A. Crook and Hart S. Ancker he has no doubt but that they are both insolvent and that if any monies should come into their or either of their hand, or possession that the same could not be collected from them by due course of law. Affiant further state, that he has been intimately acquainted with them for several years and that this opinion of their insolvency is founded upon his acquaintance with them and their circumstances And further saith not

Subscribed & Sworn to
before me this 10th day
of May AD. 1854
I. A Jones. Clerk

Daniel O'Keefe

And now afterward, to wit: on the tenth day of the month and year last aforesaid the following Affidavit was filed in said Cause in the following word, & figures to wit:

State of Illinois }
County of Stark }

Stark Circuit Court
To the September T

~~George A. Crook et al~~
George Spurck et al
vs
George A. Crook

Daniel O'Keefe being duly sworn says that he was sole arbitrator & referee in certain matter wherein George Spurck & wife and George. A. Crook & wife were parties formerly pending in the Circuit Court of

Iowa, County aforesaid. the same having been
referred to me by our agreement of the parties to
which and the record of said Court I refer for a
particular Specification of said Suit.

The papers were submitted to me for my Consideration
and I held the case under advisement for several
week, intending to arrive at a Correct Conclusion
During which time said Crook held various Con
=versation with me and made Statements Calculated
and I suppose intended to influence my decision
William Spurck also who is a brother of said
George Spurck and brother-in-law of said George
A. Crook interfered and urged me more than
once to decide in favor of said Crook, giving &
urging as a reason that said Crook was poor and
had a family while the said George Spurck was
well off and had no Children to Educate and
further and other reasons he urged to induce me
to make a favorable decision for said Crook &
wife And I further state that during the
time when I had the said matter under advise
=ment one of the papers necessary for me to have in
making my award was taken from my possession,
that I left the papers on my table in a room —
where said Crook was while I was absent a
that time and directly after discovered that one
of the said papers was missing and I believe
that said Crook took it away. The Bond or
agreement upon which the whole or the greater part
of said Spurck's Claim was founded was the papers
so abstracted. Under these Circumstances I signed
my award. From Subsequent inquiries I am Satis-
fied that the award was wrong, and if it have

ever taken effect would have done great injustice to said George Spurck & Ann L. Spurck.
In making it I was influenced by the statements of William Spurck which I am now satisfied that I should have entirely disregarded, and by reason of the said paper being taken away, I could not act understandingly in the matter.
This affiant further states that at the time when the agreement was made submitting the said matter to ~~Arbitration~~ this affiant the said land called the DeGroff land as this affiant was then informed was fenced, that about a year before that time this affiant knew that the same was fenced and believed that the same continued fenced up to the time when this affiant was making his said award: this affiant states that he has since been informed and believes that between the time when said submission was made and the time when said award was written out and signed by this affiant the said fencing was taken away by the said Crook and that this affiant did not know that said fencing had been removed at the time of signing said award: this affiant states that said Crook has since admitted to this affiant that he said Crook removed a part of said fence.
This affiant states said Crook gave this affiant the number & discription of said DeGroff land as inserted in said award and if said discription is erroneous this affiant believes it was fraudulently made so by said Crook & this affiant says that he intended in said award to require the conveyance of the land as described in said award by it's number

This affiant in a former affidavit made about this matter stated that within a few days after the signing of said award a copy of said award was delivered to the parties respect=ively. This affiant states in explanation of the said statement in the said former affidavit that neither the Original nor a copy of said award was ever delivered to the said Crook personally this affiant states that he informed said Crook that he this affiant had written and signed said award and that a part of said award was that he the said Crook should pay the one half of the Cost of making said award and requested said Crook to make payment of said one half accordingly, which said Crook refused to do — and this affiant then informed said Crook that he this affiant would not deliver said award to take Effect until said Crook first paid the one half of said Cost: This affiant also informed Mr Knowlton who was the attorney and Counsel of said Crook in said Matter that this affiant would not deliver said award to take Effect as such unless said Crook paid the one half of said Cost, And Mr Knowlton then requested this affiant to permit him said Knowlton to have the said award (the same being Executed in duplicate) on Condition that said Knowlton would return the same that Evening, or the next Morning: if said Crook did not in the mean-time pay the one half of said Cost. so that the said award should not take Effect unless the said one half of the cost afore=said were paid by said Crook and the said —

Knowlton then and there promised this affiant to return said award that evening or the next Morning if said Crook did not in the mean-time pay the said one half of said Costs, And thereupon and upon the said Condition and for the purpose of permitting said Knowlton to Examine said award, and not at all with the intent of giving Effect to said award this affiant permitted said Knowlton to take said award! which is the only delivery of said award which has Ever been made to said Crook or to any one for him And the said Crook has never yet paid the said One half of said Cost

I did give to Mr Peters the said award (it being Executed in duplicate I gave one Original to Mr Peters) but at the time of receiving the same Mr Peters then being Counsel for said Spurck, protested that the said award should not take Effect for the reason that said Crook refused to pay the said one half of the Costs of said Submission - And only in the manner aforesaid was there ever any delivery of said award

I state further that I am still willing to act as arbitrator in said Cause upon proper Evidence being offered me - but I protest against the said So-Called award being treated as my final award and determination of said Cause

This affiant states that releases were mutually Executed by said Spurck & wife of the one part and said Crook & wife of the other part, this affiant requiring such releases so to be executed before the award was delivered that the release of said Spurck & wife are attached to the Copy of the

award given by this affiant to Mr Knowlton and as a part of the papers, and was given by this affiant to Mr Knowlton as a part of the papers in the Case and upon the same terms & Conditions as the said award was given to said Knowlton & upon no other terms and never was delivered to said Crook or any one for him with the intention of it taking Effect as a Release

This affiant States in a former affidavit made May 29th 1852 that he was ~~obliged~~ advised and believed that the said Geo. A. Crook had at all times been ready and willing to Comply with the terms and Condition of said award but this affiant made that Statement only upon the Representations made to this affiant by the Counsel of said Crook who assured this affiant that said Crook had always been willing to Comply with the said award, Notwithstanding he had before refused to pay said one half of said Costs, and this affiant having no reason to disbelieve the said representations when made by persons in whose truth and veracity this affiant had Confidence permitted the said portion of said affidavit to be written, but the said Crook having since persisted in neglecting to Comply with said award this affiant is now fully Convinced that said Crook never intended to Comply with said award at least so far as the payment of the said one half of the said Costs are Concerned or at least not until long after the proposition for the delivery of said award, and not until after the said Crook had ascertained that this affiant had Changed his mind in regard to the manner in which said

[illegible]

award should be made and not ~~until~~ till after this affiant had ascertained the said fraudulent practices of said Crook in obtaining the said award to be made in manner aforesaid

Sworn & Subscribed this 27th day of August A.D. 1853 before me Jacob Gale Clerk

Daniel A Kuyf

And now afterwards to wit at a term of the Circuit Court begun & held at Pekin Tazwell County Illinois on the first Monday of the month of May A.D. 1854 and on the tenth day of said May the following decree was Entered in the said Entitled Cause in word & figures to wit

George Spurck
Ann. L. Spurck &
Thomas. S. Dobbins
vs
George. A. Crook
Martha M Crook
William Spurck &
Hart. P. Ancker

In Chancery

May 10th 1854.

And now at this day came the Complainants by Poole their ~~Counsel~~ Solicitor and the defendants by Purple their Solicitor, move the Court to strike the original bill and Supplimental Bill filed in this Cause from the files for reasons filed with the Clerk of this Court. And the said Motion being heard: and the affidavit of George A Crook one of the defendants being read and in support of said motion: and the Complain

=and having read certain affidavit against said Motion: and the Court having fully consider=ed the Motion it is ordered by the ~~Motion~~ Court that the supplimental bill heretofore filed in this cause be stricken from the ~~Docket~~ files & the motion to strike the original Bill from the files is over-ruled And on Motion by the Com=plainants leave is given to file an amended and supplemental Bill in this cause within thirty days and this cause is Continued

~~State of Illinois~~) ~~Circuit Court Jazwell County~~
~~Jazwell County~~ } ~~ss.~~ ~~October Term A.D. 1854~~

~~J~~

And now afterward to wit: on the day and year last aforesaid the following Amended and Supplemental Bill was filed in said Cause in following word, and figures! to wit:

State of Illinois) Circuit Court Jazwell County
Jazwell County } ss. October Term A.D. 1854

To the Hon David Davis judge of the Eighth judicial District in Chancery sitting

Your orator George Spurck Ann L. Spurck & Thomas S. Dobbins by way of Amendment & Supplement to their original bill filed herein respectfully repre=sent to your Honor that in addition to what is Contain=ed in their original Bill filed herein that it was the intention and agreement in fact between the said George, Spurck and George A. Crook at the time of the settlement and adjustment of their partner=ship affairs as alledged in their said orginal

Bill that the said George Spurck should have the North Easterly half of said lot number three (3) in Block twelve (12) but they both mistook the proper mode of describing the property when the said written agreement was executed by said George A. Brook in which agreement it is described as the north half instead of the north-easterly half of said lot and that this wrong discription was made by the mutual mistake of the parties to said instrument But that it was distinctly understood and agreed at the time of their said dessolution and when said agreement was Entered into that it was that part of the Said lot ~~which~~ which said Murray was to convey and that half of said lot on which the ^ North Easterly tenement was then being Erected should go and be Conveyed to said Spurck and that was what was really intended to be embraced in the said Agreement, And that said George Spurck was not aware that the discription was incorrect until Exception was taken to a certain award of reference between the said parties to which reference will be made more fully hereafter

You Orator show that the proper discription of the property intended by the said agreement is a part of lot number three (3) in Block number twelve (12) in the City of Peoria and bounded and described as follows to wit: Beginning at the corner of Lot two & three on Madison Street thence running on the line of said lot three on Madison Street toward Liberty Street Thirty six (36) feet thence at right angles and parallels with Liberty Street One Hundred & seventy one (171) feet to the alley thence on the line of said lot three (3) on the alley toward Fulton Street Thirty six (36) feet to the Corner of said lot two and three on the alley and from thence on the line

of said lot to the place of beginning
Your orators further represent to your Honor that, that part of said lot three as above described and the Eighty acre tract called the De Groff tract were purchased and wholly paid for out of the partnership funds and effects of the said partnership and rightfully belonged to the said partners at and before the dissolution, and constituted part of the partnership property as will be seen by reference to said agreement but the deed of Conveyance of said land from De Groff of whom the said land was purchased was taken to the said Martha M. Crook wife of the said George A. Crook but it was never intended to take said lot of land out of the partnership nor to deprive your orator the said George Spurck of his interest therein as a member of said firm but that the same should remain as part of the property of the firm to be accounted for on it dissolution And your orator say that the said Martha M. Crook did not pay or cause to be paid any part of the Consideration or purchase money for said lot nor did any one for her pay the same or any part thereof nor had she directly or indirectly any interest therein in her own right but that the whole of the Consideration money was wholly paid by said partnership out of it Effects
Your orator further show that after the settlement and adjustment of said partnerships affairs as aforesaid the said George A. Crook and the said Merriman settled and adjusted the matter between them relative to the said lot Number three so that the said Crook Conveyed by a quit Claim deed to said Merriman all his

the said Crook, intent and title to the South westerly part or half of said lot and the said Merriman Conveyed the north Easterly half or part of said lot to said Crooks, so that thereby said Crook became the holder of a fee simple title to said north Easterly half of said lot and he should then have Conveyed the same to your orator the said George Spurck or retained the same so that it Could have been Conveyed to the Complainants, or some of them. But the said Crook instead thereof Conveyed the same to one William Spurck in trust for said Martha M. Crook wife of said George A. Crook. But neither she nor any one for her paid anything therefor. But your Orators Charge that said Conveyance was wholly Voluntary on the part of said George A. Crook and done to Cheat and defraud your orators George Spurck & Ann L. Spurck The said original deed from said Merriman to said Crook and from said Crook to — William Spurck are not in the possession of Complainants or either of them and are out of their or either of their power to produce but as they believe are in the Custody of the said George A. Crook and in his power to produce and who is hereby notified to produce the same on the hearing of this Cause, And your orators ask leave in the absence of the production of the original deed that they may Exhibit Certified Copies thereof from the Record on the hearing thereof

Your orators further shew by the terms of said settlement of the affairs of said Copartnership the said George Spurck or Ann L. Spurck became and were entitled by the said Agreement

of said Brook referred to in the original Bill to a Conveyance of said tract of land and the said Brook became obliged to Convey and should have Conveyed the same, that is to say the said De Groff tract of land which is described as follows to wit! The north half of the South west quarter of Section Twenty Five (25) Township Number Nine (9) North of the Base line of Range number Seven (7) East of the Fourth principal Meridian

Your orator further represents to your ~~Or~~ Honor that at a term of the Circuit Court of Peoria County A.D. 1857 a suit was pending between said George Spurck and Ann L. Spurck in the Chancery side thereof and Certain Suit at law wherein the said George & Ann L. Spurck and the said George A Brook and Martha M Brook were parties, by agreement of the parties to said suit and under the order of the Court said suits were referred to the award & determination of Edward Dickinson John C Flannagan and David Maxwell. Reference is hereby made to the several orders of said Circuit Court on the said Submission that the matter submitted to said Referees was the same in substance as is Contained in this Complainants. As by the Record and proceedings in said Arbitration will more fully appear and which record your orator pray leave to Exhibit on the hearing of this Cause, That the said referees heard the said parties and made their award — which was duly Entered to be filed in said Court which award and the papers filed therewith your orator pray leave to Exhibit a Certified Copy or the original on the hearing of this Cause

Your orator further shew that at the

March Term of said Iowa Circuit Court A.D. 1851
the award of said Arbitrators was set aside by the
said Circuit Court because of the improper or insuffi-
-cient description of said Half lot number three and
said award wholly annulled and set aside for the
simple reason as your Orators are informed that in
said award the said half lot was described as the
north half of Lot three instead of the North Easterly
half of Lot three

Your Orator further represent that during the
pendency of said cause before said Arbitrators for the
purpose of having all matters settled between your
Orators the said George & Ann. L. Spurck and the
said George and the said Martha M. Crook and
to enable the said Arbitrators to make an award
that should effect the object it was proposed and
verbally agreed between the parties that the said
Martha M. Crook should request the said George
Spurck to convey the said Eighty acre tract or
De Groff land to one Hart. P. Ancker so that the
same should abide the result of said Arbitration -
And thereupon on the Fifth day of February A.D. 1851
And during the pendency of said Arbitration the
said Martha M. Crook did in writing request
said George Spurck to convey the same to said
Ancker, a copy of which request is in writing will
be filed if required, and the original your Orators
ask leave to Exhibit on the hearing of this Cause.
That in pursuance of said request the said George
Spurck did make Execute and deliver a deed
of the said Eighty Acre tract of land with sev-
-al other tracts of land then holden in trust by
him for said Martha M. Crook to said Ancker

and in said deed certain trusts were declared and amongst others one was as said George Spurck now recollects it that the said Ancker should Convey by quit Claim deed said Eighty acres or DeGroff lot to Ann. L. Spurck divested of all trusts whatsoever. This last mentioned deed as Complainants are informed and believe is in the hands and possession of the said Geo. A. Crooks and he is hereby notified to produce the same on the hearing of this Cause in default of which production your orators pray leave to Exhibit on the hearing a certified Copy thereof from the record in the Recorders office of Peoria County

Your orators further represent that for the purpose of Effectually settling and determining the Controversy between the said parties in said Arbitration the said Ancker after the execution of said deed to him made and acknowledged a quit Claim deed of the said Eighty acre tract to said Ann. L. Spurck which deed your orators ask leave to exhibit on the hearing of this Cause The said last two mentioned deeds were placed during the said trial before the said Arbitrators and in the hands of the said Arbitrators to be by them delivered to the proper parties if the said Arbitrators should determine in Conformity to the terms and ~~Conditions~~ provisions of said deed, and the said agreement referred to in said Original Bill, an agreement in writing being made to that Effect signed by said George Spurck and Ann. L. Spurck by their Attorney Orlow Peters and by Lincoln. B. Knowlton for and on behalf of the said Geo. A. and Martha M Crooks

(12659-35)

as their attorney which writing and agreement your orators pray leave to Exhibit on the hearing of this Cause

And your orators further show that the said referees did thereafter make their award in the premises and amongst other things did award and determine that the said George Spurck was Entitled to have the said Eighty acre tract called the De Groff tract of land and as before described Conveyed to his wife the said Ann L. Spurck and the said Arbitrators did therefore deliver the said Deed to said Anckn and the said deed of the said Anckn of the De Groff tract to the said George Spurck. and the said George & Ann. L. Spurck supposed the said George A. Crook was acting in good faith and that the said Knowlton had full power and authority to act for said Crook and wife in Executing the said last named agreement in their behalf and that the same would be binding on the parties and did not believe or suspect that any fraud was intended, but the said Crook & wife have since disclaimed any authority of the said Knowlton to Execute such agreement in their behalf as your orators are informed and believe

And your orators aver that they are informed and verily believe that the said Knowlton acted with full authority from the said Crook & wife in Executing the said last named agreement.

Your orators further aver that the said Martha M Crook did assent to and direct that the

said arangements for the Execution of said deed should be made, Your orators refer to the award of said Arbitrators and pray leave to Exhibit the same on the hearing of this Cause

Your orators further represent that the said Crook ever since he received a deed from said Merriman has occupied the said house situate on the said North Easterly half of said Lot three and still Continues to occupy the same by him=self or his tenants and has received and Continues to receive large Amount of rent therefrom that he has received as such rent nearly or quite the Sum of Twelve Hundred Dollars since the time when he ought and should have Conveyed the same in pursuance of his said agreement to Convey as set forth in the original Bill and did himself occupy the said house for a long period of time for which he should allow your orators a reasonable rent. That by reason of the Conveyance thereof to said Ancker as aforesaid the said Ancker Collected the said rents in the name and as the pretended Trustee of said Martha W. Crook and refuses to pay over or account for the same to the Complainants or Either of them but as your orators are informed and believe accounts for and pays over the same to the said Crook

Your orators further represent that said Crook has long been in possession of the said Gore tract of land and that the value of the use and Occupation thereof or the rent he may re=Ceived since he should have Conveyed the same to your Orators or one of them is not less than

(1258-97)

from Five Hundred to One Thousand Dollars And your orator Claim that said Crook is justly liable and ought to pay for the use and occupation of said premises for the time he occupied ~~them~~ the same, and for all the rents received by him or by the said Ancker for or on account of the said Eighty Acre ~~of land~~ tract and for or on account of the use and occupation by himself of the said house and by his tenants, And that the said Crook should be made a Trustee and hold the ~~said~~ said Rents for your Orators

Your orators further represent that as they are informed and verily believe the same to be true & therefore Charge the same to be true that the said William Spurck has no interest whatever in the said North Easterly half of said lot three or the house thereon situate but that he holds the same as mere Trustee: the said Conveyance to him was in fraud of the rights of said George & Ann L Spurck for the purpose of Cheating & defrauding them And the said William Spurck at the time he took Conveyance as such Trustee had full Knowledge of the Equitable rights and interest of said George & Ann. L. Spurck That said Ancker is a mere naked Trustee without any actual interest in himself

Your Orators further represent that said Crook and wife refused to abide by the award made by the said Arbitrators and said Crook moved the said Circuit Court of Peoria County to set aside said award which motion was sustained by the Court for the reason as your orators are informed that the said Arbitrators mis-

=described said lot as by the order of said Court
will more fully appear which your orators pray
leave to Exhibit on the hearing of this Cause
Your orators further Show that the said suit in
Chancery and the other suits at law before referred
to and which were referred to the Arbitration before
mentioned still Continue to be pending in said
Iowa Circuit Court and undetermined after
the making and setting aside the said award
until the ninth day of ~~January~~ March A.D. 1852
or about that time when the said George A. and
Martha M Crook (the latter with the consent & approba-
=tion of the said William Spurck & Hart L. Ancker
Entered into an agreement in writing under
their hand, & Seal to Submit to the award and de-
=termination of one Daniel O'Kufe all suits and
differances whatsoever between them whose decision
was to be final & Conclusive between them the said
parties, A Copy of which agreement, set forth
in the answer of defendants your orators refer to
and the original your orators pray leave to Exhib
=it on the hearing, if the same can be found
Your orators further Show that thereafter the said
O'Kufe did take upon himself the burden of said
Arbitration and on or about the 15th day of
April A.D. 1852 after hearing the parties
did prepare an award a Copy of which is
set out in the Exhibit to the amended and
supplimental Bill of Bice in this Cause, and
which was dismissed at the May Term of
this Court A.D. 1854 and which your orators
refer to and make a part of this Bill the
original of which your orators refer to and

(12150-36)

will produce on the hearing of this Cause if in their power

But your orators in fact say and charge that said award was never perfected or delivered so as to take Effect and be binding upon the parties in any Manner whatsoever, And your orators will further state why said award was wholly null and void and of no binding force or Effect as to your orators whatsoever for the following reasons - to Wit:

1st The said O'Keefe did undertake & did award and determine upon Matters & things not Submitted to him and about which there was no Controversy or litigation between the parties in this to wit: The said arbitrator undertook to award that said Crook & Wife should Convey or cause to be Conveyed the following discribed lot or tract of land to wit: the East half of the North East quarter of Section twenty five in Township nine North and Range seven East of the fourth principal Meridian when in truth and fact neither of said parties had any title or interest or Claim in and to said tract of land nor was there any Controversy pending or that Existed, nor had any been pending or Existing in relation to said tract of land. That said Arbitrator in awarding Some things supposed to be Valuable wholly Mistook his duties and awarded upon Matters not Submitted by the terms of said Agreement

2d And in this that the said O'Keefe in and by said award undertook to appoint a Trustee for said Ann E. Spurck and fix and determine part and declarations of trust for her

Whereas in such agreement of submission no such power of appointment was conferred upon him. Your orators insist that it was a most clear excess of authority and jurisdiction to take upon himself the appointment of a Trustee or direct any declaration of Trust, and further if he could rightfully appoint a Trustee and direct a declaration of Trust which your orators deny those trusts should a have been fully clearly and specifically pointed out and described, — otherwise it left it wholly in the power of the said George A. Crook and said Archer to determine the nature and kind of trusts on which the Conveyance should be made, and because said award does not make a final determination of the Controversy between the parties

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3d And in this the said Arbitrator did undertake to determine and did determine in and by said award by inserting therein a certain suit in favor of Charles Hamilton against George A Crook should be dismissed at the plaintiffs Cost without it any where appearing in said award or by the papers in said Case that any of the parties in said suit had any interest therein Except the said Crook through your orators have been informed that the said George A. Crook represented to said Arbitrator that Some of the other parties were interested — therein

4th Your orators further shew that the said award was never perfected nor delivered to the parties and to this day has not been fully made ~~Known~~ and consummated

67

12658-3E

68

so as to have full force and effect. Your
orators say that when said award was written
out and signed by him the said Arbitrator he in-
=formed the said George A. Crook thereof and that
by the award the said Crook was to pay one half
of the Costs of said Arbitration and requested him
to pay one half thereof which the said Crook re-
fused to do and said Arbitrator then informed
the said Crook that he should not make and
publish any award until he said Crook should
first pay said Costs that is one half of the Costs
of said Arbitration, the whole of the Cost amount-
=ing to the Sum of Thirty Dollars. Upon this,
Lincoln B. Knowlton Esq Counsel for the said
Crook & wife requested to see said award on
Condition that he should return the same to
said O'Keefe on that Evening or the next morning
if the said Crook did not in the mean time
pay the half of the said Costs so that the said
award should not take Effect unless the one
half of said Costs should be paid and the said
Knowlton then and there agreed to return said
award and not deliver the same to said Crook
or any other person. But the said award was
not delivered to said Knowlton for any purpose
but for him to inspect it but not to have the
same take Effect. And the subject matter of
said Submission was still with said Arbitrator
and subject to be changed or altered in any
respect before finally publishing the same.
And your orators aver that the said Crook has
never paid said Costs or any part thereof
nor offered to pay the same nor hath any one

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paid or offered to pay the same for him, And so
your orators say that said award is not yet Con
summated but remains without force or effect, And
so your orators say that the said last mentioned
award hath no force effect or validity whatsoever
And although the same may have passed out of the
possession and Custody of said Arbitrator yet it
never so passed out of his possession for the purpose
of publishing the same or Consummating the said
pretended award and only was delivered to said
Knowlton for the purpose as above herein set forth and
neither the said O'Kuff nor the Complainants nor Ei
=ther of them nor their Solicitors ever Consented or
agreed that the same should be published or
Consummated as an award, and the whole
proceeding of the said Arbitrator as to the mat
=ter submitted to him are wholly null and
void and of no binding force or effect what=
=soever upon your orators or Either of them
5th Your orators show that the said pretended
award is absolutely and wholly null & void
because the same was procured by the fraud of —
said Crook in this. to wit: The said Crook &
Spurck appeared befor the said Arbitrator and
made their statements and Exhibits and proofs
as was agreed upon by the terms of said Sub=
mission and left with said O'Kuff the said
Arbitrator important documents which —
would Clearly show to him as such arbitrator
the just right of the parties and Amongst
others the said George Spurck left the receipt
and agreement bearing date the 15th day
of June A.D. 1878 and referred to & made part

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(12651-40)

70 of the orginal Bill filed herein the same being
the agreement made at the time of the dessolution
of the partnership between said George A. Crook
and said George Spurck, and while the said
matter was depending befor the said Arbitrator
and after the same had been fully submitted to
said Arbitrator but befor any determination was
had thereon, and befor the said arbitrator had an
opportunity to Examine fully the force and effect
of said agreement, the said George A Crook
surreptitiously and fraudulently and as your orators
believe feloniously got possession of the said
paper or receipt and agreement and thus
withdrew a most important item of Evidence
for said George Spurck from the Consideration
of the said Arbitrator. Your orator have no
doubt of this and distinctly Charge it to be true

Your orator further Charge in this Connection
that after the Submission of the matters to said
Arbitrator, and when your orator supposed
all Statement Evidence and argument were
Closed the said Crook sought and held pri-
vate interviews with the said Chiefe without
the Knowledge Consent or approbation of the said
Complainant, or Either of them and there made
70 false and fraudulent representations to said
arbitrator and amonget other things represented
that said George Spurck was largely indebted
to him on other Causes of action besides those
which had already been submitted which
representations were wholly false fraudulent
and untrue, and induced the said Arbitrator
to believe the same and thereby his award was

greatly different from what it would otherwise have been in Case the Said Crook had not abstracted Said agreement and made the Said false and fraudulent representations. And your orators Charge that by reason of Said Crook obtaining the Said agreement and making the aforesaid false and fraudulent representations the Said supposed award was at least from three to Four Thousand Dollars less favorable to Complainants than it otherwise would have been

And your orators in this Connection further show that there were unjust illegal and improper influences brought to bear and operate upon the mind of the Said Arbitrator in this to wit: After Said matter had been submitted to Said Arbitrator and the statements made and the proofs & pleadings Closed by the parties according to the Said agreement of Submission but before any determination was had in the premises by the Said Arbitrator Said William Spurck had private interviews with the Said Arbitrator and most unjustly solicited and pressed upon him the Said object to decide in favor of Said Crook and against your orators And Amongst other Amongst other reasons & argument to induce him to do so used in substance the following Viz That the Said Crook stood in more need of the property than the Said George Spurck: that Said Crook had several small Children to Educate and his family to support: but that the Children of Said George Spurck were grown and were Educated and Could support themselves and his family was small So that he did not need the property as much

72 as said Crook did, And your orators Charge that by the representations of said William Spurck the determination of said Arbitrator was greatly influenced and much more unfavorable to the said George and Ann L. Spurck than it otherwise would have been, And your orators believe and Charge the same to be true that the said William Spurck so interposed and influenced the said Arbitrator at the suggestion of the said Crook & wife or of the said Crook alone And that the said Crook procured the same to be done for the purpose of fraudulently influencing the determination of said Arbitrator. But neither of your orators Knew anything of the fraudulent acts and practices of said Crook or of the said William Spurck 'till long after the said supposed or pretended award had been written out as aforesaid; nor had they or any of them any other means of Counteracting or Controling the same until it was too late to Effectually do so

72 6th And in this Connection your orators further say that said supposed or pretended award so made by said O'Keefe was and ought to be held & deemed wholly null and void for the further & additional reasons, That said O'Keefe was not Sworn to perform his duties as such Arbitrator or Referee but proceeded to the hearing of said parties and the said Cause and made his supposed award without being Sworn or in any way taking any oath to perform the duties of his said Appointment or in any way qualified by law which want of proper qualification was wholly unknown to your orators or Either of them at the time of the trial

of said matters before said Arbitrator, And was not in any ~~matter~~ manner waived by your orators on the trial of said matters before the said Arbitrator or any manner assented to by them

And also for that the said referee departed from the terms of the said Submission & awarded that Mutual releases should be made & passed between the parties releasing and discharging Each other of all matters & Claims between them up to the time of the delivery of the said award or supposed award when as your orators are informed and believe and are so advised by their Counsel that by the terms of the agreement of Submission said Arbitrator at the farthest was only Authorized to award & determine as to all matters up to the date of the Submission and the said award will more fully appear

Also for that the said Crook as your orators are informed and believe to be true & therefore Charge the same to be true that during the pendency of said matters before the said Referee and after the parties had Submitted their statement and proofs according to the Stipulations in said agreement of Sub-mission & fully Committed the said matters to said arbitrator for his determination and without the Knowledge or Consent of said George & Ann. L. Spurck or Either of them brought in and presented to the said arbitrator other pretended Claims and demands against the said George Spurck being Certain Notes given by said Spurck to said Crook long before the said Settlement and dissolution and which had long before been wholly settled & discharged

And also three other notes for Three Hundred Twenty Dollars Each given by said George. A. Crook and Georg Spurck to one Bartholamew Fortier which said notes were in the possession of said Crook with his name Erased and he said Crooks alledged that he had paid the same and that said Spurck was liable to refund to him the One half thereof, But which said ~~award~~ Arbitrator after making his said award beame to be wholly false and falsely and fraudulently represented to said referee that said notes were valid and subsisting legal Claims and demands against the said Georg Spurck, and fraudu= =lently procured the allowance thereof by the said Arbitrator in the making up of the said supposed award, And your orators were not informed and had no knowledge until after the said award was made so far as the same was Compleated or your orators could have clearly shown that said notes were not valid and subsisting indebtedness and which notes thus fraudulently Exhibited by said George A. Crook to said Arbitrator and allowed by him in making his said award, amounted to about the sum of Fifteen Hundred Dollars

Your orators in this Connection further say that they are informed and believe the same to be true that the whole amount of said notes were allowed by said referee against the said George Spurck as valid & subsisting demand, while they also aver that no part thereof was due or owing from said Spurck to said Crook and the allowance thereof by said referee was most

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iniquitous in- Equitable and unjust and if the said George Spurck had been advised that said note were to be presented to said referee for allowance he could clearly & fully proved and shown that no part thereof was due and owing from him, and that said Crook well knew this to be so when he thus fraudulently and surreptitiously presented said note for allowance, And further in this connexion your orators show that the said Sub-mission as your orators understand it was of all suits between the parties to said agreement of Submis-sion and that said award embraces and the said referee awarded upon a suit in Chancery in which the said Martha M Crook was not a party, And thus in this also the said referee exceeded his authority

And also said Ruffe as such referee took it upon himself to award and determine as to the Cost of a former arbitration (the same before referred to) in which Edward Dickinson & others were arbitrators which your orators are advised and believe was wholly beyond the scope of his authority and not within the terms of said Sub-mission

And also for that the said Martha M Crooke at the time of the said Submission and ever since hath been and still a feme Covert being all the time the wife of the said George A. Crook and no order of Court nor any proceeding was had or made whereby she was bound by the said Submission or said supposed award as your orators are ~~advised~~ advised & believe

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12158-113

76 And also for that after the said supposed award was made and delivered to the said Knowlton as before herein stated and before it was delivered to said Complainant Spurck, the said Crook Entered upon the said De Groff tract of land and removed there=from the fences and improvement of great value, so that the land was thereby greatly impaired and depreciated in value and put in a Condition essen=tially different from what it was at the time of the hearing before and the signing of said award by the said referee, and your orators Charge that the same was done by the said Crook for the express purpose of Cheating and defrauding your Orators George Spurck and Ann L. Spurck and the Con=tents of said award were well known to said Crook at the time at the time he so removed said fences and improvements

And your orators further Charge that the said Crook has thereby put it out his power to fulfil the said awards and by his own fraudulent act has thereby rendered the same null & void if it had otherwise had been a good & valid Award

Your orators further represent to your honor that at the time of Making the original agreement upon the dissolution of said Copartnership between said Crook & Spurck as before mentioned in the original Bill filed herein the said — George Spurck made & delivered to said Crook his full receipt of all demands & Claims, Your Orators have not said receipt nor a copy there=of in their possession but believe the same to be in the possession of the said George A Crook

And your orators are informed and believe that said Crooks pretends and declares that said receipt is a bar to all of your orators right under and by virtue of the said agreement, but your orators say that said George Spurck's said receipt was given at the time of the settlement aforesaid and the agreement aforesaid was the Consideration for the said receipt and the said agreement was left in full force and effect

And your Orators further represent that the said Suit in Chancery and the said other suits which were agreed to be referred to the determination and awards of the said O'Keefe by a verbal agreement between the parties, were to be Continued on the Docket of said Peoria Circuit Court and to be depending therein until the final determination and award of said O'Keefe But your Orators say that they are informed & believe and they Charge the same to be true that the said Suits were fraudulently procured to be dismissed by the said Crooks and under substantially the following facts & Circumstances viz After the said Cause had been referred to the said O'Keefe at the same Term of the Court to wit: at the March Term of the said Peoria Circuit Court A.D. 1852 and on the last day of the term late in the Evening the said Court being then in Session and during business said George A. Crooks came into Court and he and his Counsel Lincoln B. Knowlton Esq informed Orlon Peters who was the Counsel for the said George & Ann L. Spurck that the said suits were to be dismissed and that all the—

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(1858-42)

parties had so agreed, said Peters said to them the said Knowlton & Crook in substance he knew nothing of any such agreement and that it was different from what he understood the arrangement to be said Knowlton then and there declaring that he knew nothing of it, except what he was informed by said Crook, and that said Peters then declared that he very much doubted having the suit dismissed without seeing his Client, said George A. Crook then positively declared that it was all right and that the said George Spurck wanted to have said suit dismissed, said Knowlton then called the attention of the Court to the Cause & stated that they were to be dismissed said Peters then in open Court repeated what he had already said to said Crook & Knowlton as heretofore stated and said to the Court that he presumed that it was all right but having no information on the subject except the statement of said Crook, he would Consent to the dismissal of said suit but if it should afterwards appear that there was any mistake or misunderstanding about it, the Cause should be re-instated at the next Term of the Court; to this the said Knowlton & the said Crook in open Court assented, the said Peters saying to the said Crook that he would presume that it was all right, and that he Crook had not come there with a lie in his mouth, and that it would do him no good if he did and thereupon the said suit were dismissed as the record and papers on file said Ninth Circuit Court

parties had so agreed, said Peters said to them the said Knowlton & Crook in substance he knew nothing of any such agreement and that it was different from what he understood the arrangement to be said Knowlton then and there declaring that he knew nothing of it, except what he was informed by said Crook, and that said Peters then declared that he very much doubted having the suit dismissed without seeing his Client, said George A. Crook then positively declared that it was all right and that the said George Spurck wanted to have said suit dismissed, said Knowlton then called the attention of the Court to the Cause & stated that they were to be dismissed said Peters then in open Court repeated what he had already said to said Crook & Knowlton as heretofore stated and said to the Court that he presumed that it was all right but having no information on the subject except the statement of said Crook, he would Consent to the dismissal of said suit but if it should afterwards appear that there was any mistake or misunderstanding about it, the Cause should be re-instated at the next Term of the Court; to this the said Knowlton & the said Crook in open Court assented, the said Peters saying to the said Crook that he would presume that it was all right, and that he Crook had not come there with a lie in his mouth, and that it would do him no good if he did and thereupon the said suit were dismissed as the record and papers on file said Ninth Circuit Court

will more fully show, and your orators pray leave to Exhibit a certified copy of the record in said Chancery Cause on the hearing of this cause

Your orators further show in this connexion that neither of them knew, heard of or were in any way advised of such proceedings or of the dismissal of said Suit, till after the Court adjourned for the term which adjournment took place Early the next morning as your orators think between Six & Seven Oclock

And your orators say that the whole of the Statements and representations of the said Crook were wholly and absolutely false and untrue. That neither of your orators Ever authorized the said Crook or any one to have said Suit or any of them dismissed nor assented to or in any-way Either directly or indirectly directed or agreed to have them so dismissed, But the said Crook thus acted wholly without Authority, and most deceitfully & fraudulently

And your orators further show, that the said George A. Crook is insolvent, or has his property so conveyed to said Ancker & William Spurck in trust for his wife the said Martha M. Crook, that Nothing can be made out of said Crook by means of a judgement or decree against them for the accruing rent issues & profits arising from the rent of the said House situated on the said Ninth Easterly half of Lot three (3) in Block Twelve (12) in Peoria and for the use and occupation of said De Groff tract of land, And your orator charge that should a decree be rendered in favor of your orators for all the rent received by said Crook & wife from the rent of said House situated on said part of

[illegible]

lot thru as befor stated, and for the use of the same by him, and for the use and occupation of the said De Groff tract and which is justly due to your orators that it could not be made out of them or either of them as your orators charge that the propuly which they own is Mortgague for nearly what it is worth. So your orators charge that for all rents which have heretofore accrued on said propuly and which may hereafter accrue in the opinion & full belief of your orators it would be very difficult if not impossible to collect it from them. And should the said Ancker as such Trustee still continue to receive the rents from said propuly and pay the same over to said George A. & Martha M. Crook the same will be wholly lost to your orators And your orator charge that the said Ancker, trustee as aforesaid is utterly insolvent & wholly irresponsible, and should he be allowed to receive the rents as heretofore the same will be Equally lost to your orators

And your orators further say that the merit of said Chancery suit and the other suit sub-mitted have never been tried considered or determined by the said Siena Circuit Court, and that the dismissal thereof ought not in any way or manner prejudice the rights of your orators or any of them.

Your orators hereby refer to the record of the said several suits in the said Siena Circuit Court and the papers on file in the said suits & make the same part of this Bill, and your orators pray leave to Exhibit on the hearing of this Cause certified Copies of such record & papers in such Cause so far as the same may be applicable to the matters in

Controversy in this Suit
Your Orators further Say that the original agreement referred to in the original Bill herein made by said Crook at the time of the dissolution of said Copartnership is not in the power of your Orators to produce on the hearing of this Cause the said agreement, being out of the possession and power of your Orators nor has it been since it was placed in the hands of said Arbitrator on the sub-mission of the matter to him, and as your orators believe and charge the same to be in the possession of the said George A Crook or that the same has been lost, and your Orators in Case the said agreement cannot be found pray leave to prove on the Hearing of this Cause the Content of said Agreement
Your Orators further represent, and shew that in Case the Court should be of the opinion that the award of said O'Keefe should have been properly made and delivered, that the said award should be set aside for the reasons herein set forth and the parties Complainant, restored to their right, the same as before the submission, and that the Court may decree what is right and just between the parties
Your Orators hereby refer to the exhibit, filed with the amended & Supplimental Bile in this Cause and which Bile was stricken from the file of this Court by an order made at the May Term of this Court A.D. 1854 and your orators pray that said Exhibit may be made part of this Bill and be Considered as filed herein
For as much therefore as your orators are without adequate remedy at law, but only in a

Court of Equity where such matters are properly Cognizable and Relievable, Your Orators therefore pray that the said William Spurck Martha M. Crook and Nat. P. Ancker may be made defendants to this and the original Bill filed herein, That a Summons in Chancery may issue to them requiring them to appear and full true and perfect answer make to this and the original Bill filed herein, And that the said George A. Crook may also make his answer to this Bill (But not upon their or either of their Corporal oaths, the oaths of said defendants being hereby Expressly waived) that an account may be taken of the affairs business and transactions of the said Copartnership if the same is proper or necessary to be inquired into, And also that an account may be taken of the rents issues and profits of the said De Groff or Eighty acre lot of land and also of the said North-Easterly half of said lot three in Block Twelve in the City of Peoria received by the said George A. Crook or by the said Nat P. Ancker as Trustee for said Martha M. Crook or the said William Spurck and by them paid over to said Geo A. Crook or said Martha M. his wife since the Execution of said agreement to Convey the said premises to the said Ann L. Spurck as set forth in the original Bill and that a decree may be made by your honor requiring and Commanding the said Ancker George A. Crook, Martha M. Crook, and William Spurck or such one or more of said defendants as may have received such monies, to pay over to your orators or such one of them as may be entitled to the same, the rents issues and profits of the said real Estate: that the said

award may be set aside and declared null & void if the same should be deemed by the Court ever to have been made, and delivered, that the said William Spurck and Hart. J. Ancker or such of them as may have the legal title to said premises may be required by the decree of this Court to Convey to your orator or such of them as may be entitled to the same, the said North Easterly half of said Lot number Three (3) in Block number Twelve (12) in the City of Peoria and the said North half of the South west quarter of Section Number Twenty Five Township number nine North Range Seven East of the fourth principal Meridian, And that the said George A Crook & Martha M. Crook may also be barred from or of ~~Executing~~ Exercising or setting up any Claim or title to said north Easterly half of said lot No 3 that the said Ancker William Spurck George A. Crook and Martha M Crook be enjoined and restrained from Collecting receiving or in any manner interfering with the rents of said property until the final order of the Court in the premises, That a receiver be appointed who shall be authorized to rent said premises and Collect all rents now due on or on account of said north-Easterly half of said lot No 3 and of the said De Groff land and that such other & further decree may be made as the Exigency of the Case may require, and that such other and further relief in the premises may be granted as Equity and good Conscience may require

Manning & Towle
Solicitors for Complainants

5126-13

State of Illinois }
Tazwell County }

This day personally appeared before me the undersigned Clerk of the Circuit Court within and for said County George Spurck who being duly sworn deposes and says that all the several matters and things stated and set forth in the foregoing amended and supplemental and the original Bill filed in the foregoing Cause as stated of the Knowledge and belief of the said Complainants are true in substance and matter of fact, And that all things stated and set forth in said Bill, as derived from the information of others they believe to be true and further saith not

George Spurck

Sworn to before me this
3d day of October A.D
1854 John A. Jones Clk
by S. S. Fowler deputy

And now afterwards to wit: on the tenth day of August in the year A.D. 1854 the following Replication was filed in said Cause in the following words and figures to wit:

George Spurck }
Ann L. Spurck }
Thomas S. Dobbin }

Circuit Court Tazwell County
October Term A.D. 1854

vs

In Chancery

George A. Crook
Martha M Crook
William Spurck
Hart S. Anckn

And the said Complainants by Manning & Powell their Solicitors and as the answers of the said Respondents to the original Bill and amended and Supplemental Bill filed herein say that said answers so far as they deny any of the allegations in said original Bill or the amended & Supplemental Bill are untrue And the said several allegations in the said Bills are true in substance and matter of fact and this the said Complainants are ready to appear and make as the Court shall direct

Manning & Powell
Sol for Complainants

And now afterwards to wit on the same day and year last aforesaid the following agreement was filed in said cause in the following words & figures to wit:

George Spurck
Ann L. Spurck
Thomas S. Robbins

vs

George A Crook
Martha M Crook
William Spurck
Hart S. Anckn

Circuit Court Tazewell County
October Term A D 1854

In Chancery

It is hereby agreed between the parties to this suit that the Exhibits filed in the above entitled cause to accompany and be a part of Complainants Bill & Supplemental Bill which Bill and Supplemental Bill was filed in

the Peoria Circuit Court December 9th 1853 and
afiled in the Tazwell Circuit Court April 18th
1854 and which Bill & Supplemental Bill was
Stricken from the files of said Tazwell Circuit
Court by order of said Court at the May Term
A.D. 1854 be filed and made a part of the
Amended & Supplemental Bill herewith filed
and that the said Exhibit may be re-filed

It is further agreed between the parties that
the answer of the defendants to the said Amended &
Supplemental Bill filed in the Peoria Circuit Court
January 9th 1854 and in the Tazwell Circuit ~~Court~~
April 18th 1854 be afiled as an Answer to the
said new amended ~~Bill~~ and Supplemental Bill
herewith filed the defendants having leave to file
any further answer as they may be advised

N. H. Purple Defts Solicitor

Augt. 10th 1854 E. N. Powell Solicitor for Compts

~~"Ex"~~

~~This Indenture Made and Entered into this 24th day~~

And now hereto for to wit on the 29th day of April
A.D. 1853 the Complainants filed their Exhibit in
said cause in the following word & figure to wit:

"Ex"

This deed made & Entered into this 24th day of January
1849 by and between George A. Crook of the first
part and William Spurck of the second part both
of the County of Peoria & State of Illinois & Martha M Crook

of said County & State of the third part
Witnesseth that the said party of the first part in Con=
=sideration of the debt & trust hereinafter mentioned &
created & of the sum of One Dollar to him paid by the
said party of the second part, the receipt of which
is hereby acknowledged doth by these presents grant
sell bargain & convey & confirm & engraff unto
the said party of the second part the following
land & tenements to wit: in the City & County of Peoria
& State of Illinois, being the north Easterly half of Lot
number three (3) in Block number Twelve (12) being
36 feet front on Madison Street by One hundred & seventy
One feet rear in said City. To have & to hold the
same with the appurtenances to the said party of the
second part & his assigns forever, In Trust however for the fol=
lowing purposes

Whereas the said Geo. A. Crook received
from Martha, M. Crook his wife at the time of
their intermarriage, a large sum of Money to wit:
Three Thousand Dollars, therefore the said Geo.
A Crook has Conveyed the property above described
to the said William Spurck in trust for the pay
=ment of the said sum received of him by him
the said Spurck to Act as Sole Trustee for the
said Martha, M. Crook so long as he or She shall
live, he the trustee to permit the said Martha M
Crook to occupy the premises above described or to
rent the same as she may Choose, and at all times to
pay over to said Martha, M, Crook any monies that
may come into his possession as Trustee of the said
property arising from rent or otherwise to the said
Martha, M, Crook, and if the said Martha M Crook
shall die while the said trust shall Exist the

[12258-12]

said property to go to the children of the said G. A. Crook & Martha. M. Crook his wife and the said William Spurck to ~~at~~ all time to account for all the profits and to take good Care & Charge of the above described premises to and for the use & benefit of the said Martha, M, Crook wife of the said Geo. A. Crook and at any time whenever the said Martha M Crook shall desire to change this trustship she shall have the privilage of so doing even provided there is no default on the part of the said William Spurck

Executed in presence of J. A. McCoy F. A Dillon

G. A. Crook [L.S.]
Wm Spurck [L.S.]

Know all men by these present, that I. George Spurck Trustee of Martha. M. Crook in Consideration of One Dollar to me paid in hand by Hart P. Anckes the receipt whereof is hereby acknowledged and made in pursuance of a written request of the said Martha M Crook for that purpose to me made, have granted bargained Sold and Conveyed and by these presents do hereby grant bargain Sell & Convey to the said Anckes the following described Real Estate, to wit: The East half of the north East quarter of Section Twenty Five in Township No (9) north of range No seven (7) East of the fourth principal Meridian, with all the privilages & appurtenancy thereunto belonging Also the undivided half of the East half of the South East quarter of Section number Twenty Four (24) in Township number nine (9) north of range number seven (7) East of the fourth principal Meridian, Also the north half of the south East quarter of Section No Twenty five

(25) in the same Township & Range, the last tract being known as the De Groff land, To have and to Hold the above described ~~premises~~ and Granted pieces or parcels of land to the said Ancker his heirs Successors & assigns forever, And the said Ancker for himself his Heirs and assigns Covenant & agree to & with the said Martha M. Crook her heirs & assigns that he hold, and will hold the legal title to said tract of land for the sole & Separate use of the said Martha M. Crook her heirs and assigns & that the said Ancker will and his heirs shall at any time hereafter upon the request in writing of the said Martha M. Crook her heirs ~~and~~ or assigns by a good and sufficient deed of Conveyance but without any Covenant warranting the title Convey & release said tract of land to any person or persons to be in such written request mentioned, And the said Martha M. Crook together with her said husband George A. Crook hereby give their assent to the provisions of this instrument & affirm the Grant herein made and the trust hereby Created

In Witness Whereof the several parties hereunto & herein named have hereunto set their Hand & Seal on this fourth day of February in the year Eighteen hundred & fifty one

George Spurck (L.S.)
H. S. Ancker (L.S.)
Martha M. Crook (L.S.)
G. A. Crook (L.S.)

State of Illinois }
Scott County } SS

This Certifies that on this fifth day of February in the year of our Lord

[12458-3]

Eighteen Hundred & fifty one before me David
Maxwell a Justice of the Peace in & for said County
Came George Spurck & Hart. P. Crooks personally
Known to me to be the identical persons who Exe
=cuted the above written instrument & acknowledge
the same to be their free act & deed and the said
Martha M Crook wife of the said George A Crook
being by me examined seperate & apart from
her said husband and being made acquainted
with the Content of the said instrument & acknowl
=edged that she Executed the Same freely and
voluntarily & without the fear & compulsion of
her said husband & that she does not wish to
retract In Witness Whereof I have hereunto
set my hand & Seal this day and year last
above written

David Maxwell J.P.

DD

It is herein agreed that we George A Crook and
Martha M Crook his wife and George Spurck
and Ann. L. Spurck his wife do abide by the deci
=sion of Daniel O'Keefe in relation to all suits liti
=gation and differancy whatsoever that are now
pending in Court between said parties The
Crook & Spurck Each to make the Statement
of their own case and not allow the Counsil of
Either parties to intefere in any manner or form
whatever. This decision to be a finale one &
terminate & Close their Entire suits. This is
fully agreed upon under a forfeiture of
One Thousand Dollars to be paid by the party who
shall fail to Comply & Submit to the decision

made by said O'Kufe, And it is further agreed that when the decision is made a receipt shall be made from Each party releasing Each other from all the obligations that have been made by said parties previous to this date, all suits now pending between said parties to be dismissed & the said O'Kufe is to determine who is to pay the Cost

George A. Crook Seal
Martha M Crook Seal
George Spurck Seal
Ann L. Spurck Seal

We

Whereby certain disputes & Controversies and all disputes and Controversies of whatever Kind or nature between the parties named in said instrument or agreement and referred to the award Judgement or arbitration of myself David O'Kufe, I being the sole Arbitrator Chosen and Selected to settle & arbitrate such Controversies And I have taken upon myself the burden of said arbitration and having had before me all the Evidence mentioned in said instrument of agreement, do publish this as my final award

In the Case of George Spurck vs George A. Crook debt on Contract each party to pay their own Costs, said suit as well as the four following ones having been dismissed at the last term of the Linn Circuit Court;

George Spurck vs George A. Crook (Geelments) Each party to pay their own Cost.

Charles Hamilton vs George A. Crook Plaintiff

to pay all Costs.
Martha M Crook vs George Spurck, Each party to pay their own Costs
George Spurck & Ann L Spurck vs George A Crook and Martha M Crook Each party to pay their own Costs
And I do further award & decide that George. A. Crook and Martha M Crook shall Convey or Cause to be Conveyed all their right title & interest Either in themselves or in the Trustee of Martha M Crook in and to Eighty acres of the De Groff land so Called, The said Eighty acres being Known and described as follows the East half of the north East quarter of Section Twenty Five in Township nine north range seven East of the fourth principal Meridian, to Thomas Hughes as trustee of Ann L. Spurck, And also that George. A. Crook Execute to George Spurck his promissary note for Four Hundred Dollars in three several notes the first to be paid in Six Months from ~~the~~ date the Second in twelve months from date and the third in Eighteen months from date with six per Cent interest & the said George. A. Crook & his wife Secure or Cause to be Secured the aforesaid notes when given under a forfeiture of One Thousand Dollars, Also that the said George. A. Crook pay one half the Costs & the said George Spurck the other half of all Arbitration had before Edward Dickenson John C Flanagan & David Maxwell Esqr, And I do further award & decide that George. A. Crook & Martha M Crook his wife are Entitled to and shall be permitted to hold and retain possession of and Control over without hindrance from George Spurck or Ann L. Spurck his wife the home on the Easterly part of

Lot No (3) Three in Block No (12) Twelve in the City of Peoria being the same in which Mathew L. Griswold now lives and that the said George Spurck & Ann L. Spurck his wife relinquish all Claims to the same forever

And I further award and determine that the said Several parties Execute to Each other Receipt & Acquittances fully releasing and discharging Each other from all Claims and demands whatsoever, that Each holds, or Claims, against the other up to ~~the~~ and prior to the close of this award

In testimony of the above award I have hereunto set my hand and seal this 10th day of April A.D. 1852

II

This indenture made this 27th day of April in the year of our Lord One Thousand Eight Hundred & fifty two between Hart P. Anckw Trustee of Martha M. Crooks of the first part & Thomas Hughs Trustee for Ann L. Spurck of the Second part

Witnesseth that the said party of the first part for and in Consideration of the Sum of Two Hundred — Dollars lawful Money of the United States of America to him in hand paid by the said party of the Second part at or before the Ensealing and delivering of these presents the receipt whereof is hereby acknowledged has granted released sold & forever quit Claimed & by these presents do grant release sell & forever quit Claim unto the said party of the Second part and to his heirs & assigns forever all the piece of Real Estate situated and lying & being in the County of Peoria & State of

Illinois, Known and discribed as the north half of the South west quarter of Section No (25) Twenty Five in Township No nine (9) north of the base line of range No Seven (7) East of the fourth Principal Meridian Known as the De Groff land to have and to hold the above discribed premises with all the privilages and appurtenances thereunto belonging to the party of the second part his heirs & assigns forever

In Witness Whereof the said party of the second part have hereunto set their hands & Seals the day & year first above written

Hart P Ancker

Signed Sealed & delivered
in presence of Dan'l Maxwell

Trustee

This indenture made this fourth day of February in the year of Our Lord One Thousand Eight Hundred & fifty One Between Hart P. Ancker of the City of the City of Peoria & State of Illinois of the first part and Ann L. Spruck of the same place of the second part

Witnesseth that, the said party of the first part for and in Consideration of the Sum of One Dollar lawful Money of the United State of America to him in hand paid by the said party of the second part at or before the ensealing, and delivery of these presents the receipt whereof is hereby acknowledged hath remised released and forever quit Claimed and by these presents doth remise release and forever quit Claim unto the said party of the second part & to her heirs & assigns forever

all the following described Real Estate Situated lying and being in the County of Peoria & State of Illinois Known and described as the north half of the South East quarter of Section Number Twenty Five (25) in Township Number Nine (9) North of the base line of Range number Seven (7) East of the fourth principal Meridian

To Have and To Hold the above described premises with all the privilages & Appurtenances thereunto belonging, to him the party of the second part his heirs and assigns forever

In Witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

N. P. Ancker (Seal)

Signed Sealed & delivered in presence of David Maxwell

State of Illinois
Peoria County } I. David Maxwell a Justice of the Peace for said County do Certify that on this day personally appeared before me Nath. P. Ancker, whose name appears subscribed to the foregoing Deed of Conveyance as having Executed the same, and who is personally known to me to be the real person who, and in whose name the acknowledgement is proposed to be made, and acknowledged the Execution thereof as his voluntary act and deed for the uses and purposes therein Expressed

Given under my hand & Seal of Office at Peoria this fifth day of February A.D. 1851

David Maxwell J.P. (Seal)

(1145-53)

In the matter of George Spurck & wife & Geo. A. Crook
before John C Flanagan D. Maxwell E. Dickerson it is
agreed that the two Joint Deeds to H. S. Ancker from
George Spurck & the deed from said Ancker to Ann
L. Spurck shall be put in possession of the referees
if their award shall be in conformity to the Deed,
they should deliver the deeds to the proper parties
but if they shall award in a manner different
from said deeds they shall determine what deeds
shall be Exempt by the proper parties to be delivered
by the referees to the parties until then to whom made
or in case of refusal the award shall stand to
be enforced by the Circuit Court

Feby 5. 1851

George Spurck & Wife
by Orelin Peters Solr for Compt
L. B. Knowlton
for George A. Crook
& Martha M Crook

George Spurck
Ann L. Spurck
vs
George A Crook

In Chancery in
Peoria Circuit Court
Referred by order of Court

George Spurck
vs
George A. Crook

At Law in Peoria Circuit
Court
Referred by order of Court

This Certifies that on this 30th day
of January Anno Domini 1851 personally appears
before me the undersigned Justice of the Peace in
and for the County of Peoria Edward Dickerson
John C. Flanagan & David Maxwell Referees in

the above Entitled Causes & made oath that they as Such referees they would faithfully & fairly hear & Examine & determine the Said Causes — according to the principles of Equity & Justice & make a just & true awards, awarding to the best of their understanding

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In Witness whereof I have hereunto Set my hand & Seal this day and year first — above mentioned Jas. M. Cunningham J.P. Seal

Justice Fees 0.25
Paid by. George Spurck

George Spurck & Wife
vs
George A. Brook

In Chancery
Peoria Circuit Court

George Spurck
vs
George A Brook

Peoria Circuit Court
Suit at Law

To all whom these presents Shall Come Witnesseth, Whereas we the undersigned John C. Flanagan Edward Dickenson & David Maxwell were duly ~~sworn~~ appointed referees in the above Entitled Causes by the Circuit Court of said Peoria County as appears by the Certified Copies of the order of said Court hereto attached and whereas on the 23d day of January A.D. 1851 we met at the office of said Maxwell in the City of Peoria for the purpose of hearing the said parties in said Causes at which time and place the said parties appeared by their Counsels, And the defendant not being ready to proceed in the trial by agreement of the parties all further proceedings were postponed and

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Continued 'till the 30th day of January instant at the same place and on the last mentioned day we again met at said Office where we were duly Sworn as appears by the Certificate hereto annexed I W. Cunningham Esq a Justice of the Peace in and for said County of Peoria and the said parties then also appeared by themselves & Counsel Onslow Peters for the plaintiffs and L. B Knowlton for the defendant and proceeded to hear the proofs & allegations of the parties and before closing the evidence, motion of defendant the further hearing was Continued to the 3d day of February A.D. 1851 at 10 Oclk A.M at the same time and place at which time and place again met & the parties appeared and the proofs were heard but before Concluding the hearing on motion of the said defendant the hearing was again postponed to the 4th inst at the same place at which time and place we again met and the parties then and there appeared & further proofs were heard but before concluding the further hearing was postponed to the same place on the 5th of February instant A.D. 1851 at which time and place we again met & the parties and their Counsel again appeared when the further proofs argument & allegations of the parties were heard and the Cause submitted for our final award & determination and by agreement of the parties the referees are to take the matters into consideration keeping them open 'till we shall make our award in the premises & in this Hearing it has been made to appear to us that the said Spinck & Cook were partners in trade doing busines under the name of Geo. A. Cook and that on the 15th day of June A.D. 1848

the said partners, that upon such dissolution it was agreed by and between the said Crook & Spurck that the said Crook should give a warantee deed to Ann L. Spurck of the north half of the South East quarter of Section Twenty Five in Township number nine North of Range No Seven East of the fourth principal Meridian called the De Groff land also the north half of Lot number 3 in Block No 12 in the city of Peoria and should finish the house thereon Except the plastering being half of the Merriman lot so called and that the said Crook should give the said George Spurck his note for Five Hundred Dollars payable in Bank Notes, due bills or Book accounts as should best suit his convenience and that the said Crook should have & hold the residue of the property & assets of said partnership as his own property & pay the debts thereof, That on the said 15th day June AD 1848 the whole partnership affairs of said firm were fully settled and adjusted by virtue of said agreement, And it further appearing, to us that demand had been made by said Spurck of said Crook for the said notes of Five Hundred Dollars payable in notes &c as aforesaid which the said Crook had neglected and refused to give And that the said Five Hundred Dollars & interest remain wholly due and unpaid Except the sum of Seventy Dollars a Book account of the said Crook against the said Spurck accruing since the said agreement of dissolution and which sum is deducted from the amount of Five Hundred Dollars & interest due on the said agreement And it further appearing, that the said Crook

100 has not Conveyed to Ann L. Spurck either the DeGroff lot or the one half of the Merriman lot aforesaid but the parties have made & Executed deeds so that the said DeGroff lot shall be Conveyed to the said Ann L Spurck if we shall so award and by agreement of the parties filed with us the deeds to be delivered by us to the proper parties, also it appears that the said Cook has not Conveyed the half of the said Merriman lot as agreed aforesaid, and the whole matter in Controversy between the said parties involved in the said Cause having been now fully Considered by us we the said referees do hereby award, adjudge and determine and this is our final award & adjudication and determination as follows to wit We award and Determine that the said George Spurck is Entitled to the within described Eighty Acres and Tract of land Called the DeGroff Land and to have the same Conveyed to the said Ann L Spurck and in pursuance of the agreement of the parties we do deliver to the said George Spurck for his wife Ann L. Spurck one of the deeds deposited with us by the parties to wit the deed of Hart P. Crocker Conveying to the said Ann L. Spurck the said Eighty Acres or the DeGroff lot of land, and we also award & determine that the said George A. Crocker shall make all the further deeds Conveyances and assurances necessary to vest in the said Ann L Spurck a fee Simple Estate in said lot of ~~ground~~ land necessary to perfect said title in her, Second, We do also further award adjudge and determine that the said Crook Convey or Cause to be Conveyed to said Ann L. Spurck the

north half of lot number three in Block number (12) Twelve in the City of Peoria being half of the Merriman lot so called within referred to, and that he make all conveyance & adjustment as shall ~~be~~ vest a good and indisputable title in fee Simple to the said half lot in said Ann L. Spurck, And that the said Crook shall deliver or cause to be delivered to be delivered to the said Ann L. Spurck full and peaceable possession of the said De Groff Lot and of the said half of the said Merriman lot on or before the first day of March next, We make no decision or determination as to any rents that have accrued or may accrue upon the said lot of land since since the dissolution of said Copartnership, the foregoing determination are in the Chancery Suit above Entitled Third and in the Suit at Law above Entitled we do award adjudge & determine as follows that the said George Spurck do have and recover of the said George A. Crook the sum of Seventy Three Dollars & ten Cents being the amount due and unpaid on the agreement mentioned in the Plaintiffs declaration, after deducting the account amounting to the sum of Twenty Dollars and a Certain note dated the third day of November A.D. 1846 and not accounted for by plaintiffs, of Two Hundred & fifty Dollars with interest of Sixty four dollars making Three Hundred & fourteen Dollars & plastering said House One Hundred & Sixty dollars which sum added together make, the sum of Four Hundred & ninety four Dollars leaving the aforesaid sum of Seventy three dollars & ten Cents due and unpaid thereon And we do also further award or adjudge & determine that the Cost of this arbitration be Equally

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divided between the said parties which are taxed at the sum of Thirty Six Dollars and also the Costs of said Suit to be taxed by the Court

In Witness Whereof we have hereunto set our hand & Seal this 6th day of February to which day this reference has been Continued A.D. 1851

John C. Flanagan
Edward Dickenson
David Maxwell

Received the above Arbitrators fees in full from George Spurck

David Maxwell
John C. Flanagan
Edward Dickenson

Received of George Spurck Two Dollars 13/100 Cents in full for fees and Constable fees in the above Suit

David Maxwell J.P.

26th January 1849

This indenture made & Entered into this Eighteenth day of January One Thousand Eight Hundred & forty nine between Halsey D. Munnoman & Sarah H. his wife parties of the first part of the City & County of Peoria & State of Illinois and George A. Crook of the same place — party of the second part = Witnesseth that the said party of the first part for and in Consideration of the Sum of One Hundred & twenty five dollars the receipt of which is hereby acknowledged paid by the said Crook has bargained & Sold and by these presents do Sell & Convey unto said party of the second part his heirs & assigns forever, the following described Real-Estate Situated in the City & County of Peoria

and State of Illinois to wit: The north Easterly half of Lot No Three in Block No Twelve being Thirty Six feet front on Madison Street by one hundred & Seventy one feet rear in said City To Have and To Hold the same with the said party of the second part his heirs and assigns forever, And said parties of the first part for themselves their heirs Executors & administrators hereby Covenant and agree that they will forever warrant & defend the title of the said premises unto said party of the second part his heirs & assigns against the Claims of all persons whomsoever prior to the Eighteenth day of January AD. 1848, and against all persons Claiming by through or under them or their assigns Whomsoever

In Witness said parties of the first part have hereunto set their hands & Seals the day & year above written

H. O. Merriman (Seal)
S. H Merriman (Seal)

State of Illinois
County of Peoria ss

Be it remembered that on this nineteenth day of January AD. 1849 personally came before me the undersigned Clerk of the Circuit Court in & for said County. Halsey O. Merriman and Sarah H his wife who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as having Executed the same and acknowledged the within Deed to be their free act and deed for the use & purposes therein Expressed & the said Sarah H. wife of the said Halsey O. Merriman having been by me Examined Seperate & Apart from her said husband and the Contents of the within deed by me ~~wrote~~ explained to her, did acknowledge that she did Execute the said deed freely & voluntarily and without fear & Compulsion of her said husband, Witness my hand & Seal of said Court the day & year aforesaid Jacob Gale Clerk

April 13 1849

This Deed Made & Entered into the 24th day of January 1849 by and between George A. Brook of the first part and William Spurck of the second part both of the County of Peoria & State of Illinois and Martha M. Brook of said County & State of the third part,

Witnesseth that the said party of the first part in consideration of the debt & trust hereinafter mentioned and Created and of the sum of One Dollar to him paid by the said party of the second part the receipt of which is hereby acknowledged doth by these presents grant bargain Sell Convey & Confirm & Enfeoff unto the said party of the second part the following lands and tenements to wit: in the City and County of Peoria State of Illinois being the North Easterly half of Lot No (3) Three in Block No (12) Twelve being (26) Feet Front on Madison Street by one hundred & Seventy One Feet rear in said City

To Have & To Hold the same with the appurtenances to the said party of the second part & his assigns forever In trust however for the following purposes Whereas the said George A. Brook received from Martha M. Brook his wife at the time of their intermarriage a large sum of Money to Wit: Three Thousand Dollars therefore the said G. A. Brook has Conveyed the property above described to the said William Spurck in trust for the payment of the said sum received of him by him, The said Spurck to act as Sole Trustee for the said Martha M. Brook so long as he or she shall live he the said Trustee to permit the said Martha M. Brook to occupy the premises above described or to rent them as she may Choose and at all times to pay over to the said Martha M. Brook any monies that may come into his hands as Trustee of the said property arising from rents or otherwise to the said Martha M. Brook

and if the said Martha M Crook shall die while the said Trustship shall exist the said property to go to the Children of the said George. A. & Martha. M. Crook his wife, and the said William Spurck is at all times to account for all profits and take good charge of the above described premises to and for the use & benefit of the said Martha, M, Crook, wife of the said George. A. Crook And at any time whenever the said Martha. M. Crook shall desire to Change the Trusteeship he shall have the privilage of so doing Even provided there is no default on the part of the said William Spurck

Executed in presence of.
J. A M Coy
Francis R Dillon

G. A Crook [Seal]
Wm Spurck [Seal]

State of Illinois
Peoria County

I. J. A M Coy a Justice of the Peace in and for said County do hereby certify that George. A. Crook whose signature appears to the foregoing deed as Executing the same & who is personally known to me to be the real person who Executed this and acknowledged that he had Executed the same as his voluntary act for the purposes therein Expressed.

Given under my hand & Seal at Peoria this 26th day of January 1849

J. A. M Coy [Seal] J. P.

And now, afterwards ~~to wit~~ on
the defendants files their Exhibits in said Cause in
the following words & figures to wit

"A."

Peoria 15th June 1848

Recvd of Geo. A. Crook Five Hundred Dollars
which is in full for my Entire interest in the Concern
of Geo. A. Crook on a final settlement this day of
the affairs of said Concern which has this day been
dissolved by mutual Consent, said Crook being
alone authorized to settle up the business of said Concern
In Consideration also of the aforesaid sum I agree
to transfer any right title Claim or interest I may
have in & to the lot or water Street held by me under
Deed of Trust for Martha M Crook & also any other
title or claim that I may have of same kind
held by me in said Capacity to Geo. A. Crook or
his order

George Spurck

Witness
William Wiseman

"B"

This deed made & Entered into this 24th day of January
1849 by and between Geo. A. Crook of the first part
and William Spurck of the second part both of the
County of Peoria & State of Illinois, and Martha M.
Crook of said County & State of the third part,
Witnesseth, That the said party of the first part in
Consideration of the debts & trusts hereinafter mentioned

& Cuatia & of the Sum of One Dollar to him paid by the said party of the second part the receipt of which is hereby acknowledged, doth by these presents, grant sell bargain & Convey and Confirm & Enfeoff unto the said party of the second part the following lands & tene= ments to wit = in the City & County of Peoria State of Illinois being the north Easterly half of lot No (3) three in Block No (12) twelve being 36 feet front on Madison Street by One Hundred & twenty one feet rear in said City To Have & to Hold the same with the appurtenances to the said party of the second part and his assigns forever, In trust however for the following purposes Whereas the said George A. Crook became from Martha M. Crook his wife at the time of their intermarriage a large sum of Money to wit: Three Thousand Dollars Therefore the said George A Crook has conveyed the prop erty above described to the said Wm Spurck in trust for the payment of the said Sum received of him by him

The said Spurck to act as sole Trustee for the said Martha M. Crook so long as he or she shall live He the said Trustee to permit the said Martha M Crook to = occupy the premises above described or to rent them as she may Choose and at all times to pay over to said Martha M Crook any monies that may come into his hands as trustee of the said property, arising from rents or otherwise to the said Martha M Crook And if the said Martha M. Crook shall die while the said Trustee ship shall exist the said property to go to the Children of the said George A & Martha M. Crook his wife, And the said William Spurck to at all times to account for all profits and to take good Care & Charge of the above described premises to and for the use & benefit of the said

[illegible]

Martha. M. Crook wife of the said Geo. A. Crook And at any time whenever the said Martha M Crook shall desire to Change this Joinetuship she shall have the privilage of so doing Even provided there is no default on the part of the said William Spurck

Executed in presence of
I. A. McCoy
H. R Dillon

G. A. Crook [Seal]
Wm Spurck [Seal]

"F"

Know all men by these presents that I. Geo Spurck Trustee of Martha M. Crook in Consideration of One Dollar to me in hand paid by Nat. S. Ancker the receipt whereof is hereby acknowledged and in pursuance of a written request of the said Martha M. Crook for that purpose to me made, have granted bargained sold & Conveyed & by these presents do hereby grant bargain sell and Convey to the said Ancker the following described real Estate to Wit: the East half of the South East quarter of Section twenty five in Township No (9) nine north of Range No (7) seven East of the fourth principal Meridian with all the privilages and appurtenances thereunto Also the undivided half of the East half of the South East quarter of Section number twenty four (24) in Township number (9) nine north of Range number (7) seven East of the fourth principal meridian, Also the north half of the South East quarter of Section number Twenty Five (25) in the same township & range, this last track being known as the De Groff land or parcel To Have & To Hold the above described & granted pieces of land to the said Ancker his heirs Successors & assigns forever And the said

Ancker for himself & his assigns Covenants & agrees to & with the said Martha M Crook her heirs & assigns that he holds & will hold the legal title to said tract of land for the sole & seperate use of the said Martha M Crook her heirs & assigns and that he the said Ancker will and his heirs shall at any time hereafter when the request in writing of the said Martha M. Crook her heirs & assigns by a good & sufficient deed of Conveyance but without any Covenant warranting the title Convey and release said tract of land to any person or persons to be in such written request mentioned And the said Martha M Crook together with her husband George A. Crook hereby give their assent to the provisions of this instrument and affirm the grants herein made & the trusts hereby Created

In Witness whereof the said several persons & parties hereto & herein have hereunto set their hands & Seals on this Fourth day of February in the year Eighteen Hundred & fifty one

George Spurck (Seal)
Hart P. Ancker (Seal)
Martha M Crook (Seal)
G. A. Crook (Seal)

State of Illinois }
Peoria County } ss. This Certifies that on this Fifth day of February in the year of Our Lord One Thousand Eight Hundred & Fifty one before me David Maxwell a Justice of the Peace in and for said County came George Spurck & Hart P. Ancker personally known to me to be the identical persons who Executed the above written instrument & acknowledged the same to be their free act & deed & the said Martha M. Crook wife of the

[12459-40]

said George A. Crook being be me Examined Sepa-
-ate and apart from his said husband and being made
acquainted with the Contents of said instrument ac-
-knowledged that she Executed the same freely & voluntarily
& without the fear or compulsion of her said husband
& that she does not wish to retract

In Witness Whereof I have hereunto set my
hand & seal the day & year last written

David, Madsuda J.P. Seal

Exhibit B original Bill=Spurck & Wife
vs
Crook & Wife

To the Hon. John D. Caton one of the Justices of the
Supreme Court of the State of Illinois and presiding
Judge of the Peoria County Circuit Court in Chancery
sitting.

Your orator George Spurck & Ann L. Spurck his wife
humbly show unto your Honor that on the second day
of November in the Year of our Lord One Thousand
Eight Hundred & forty Six your orator George Spurck
& one George A. Crook Entered into Copartnership
& with Each other in the Mercantile & produce business
to be done in the name of Geo. A. Crook and did
on the day aforesaid Execute between themselves an
article of Copartnership of the date aforesaid, which
article of Copartnership is in substance as follows"

This article of agreement made this second day
of November 1846 by and between George A. Crook
of the first part and George Spurck of the second
part, all of the City Peoria & State of Illinois

Witness that the said parties have this day Entered

into partnership in the mercantile & produce business with the following agreement by both parties as follows the business to all be done in and under the name of George. A. Crook and all the personal or real Estate or any Stock or anything Else purchased in the City of Peoria or State of Illinois to be in the name of said Crook or his heirs or assigns and it is further understood by both parties that at any time said parties should by mutual Consent agree to dissolve then an Invoice of all Stock to be taken & all the real Estate & personal ~~property~~ to be Equally divided after the first making out Each parties book account both debt & Credit & the said Crook to draw out the Amount of his Capital over and above said Spurck with six per cent interest on the same And it is also further understood that Each party binds himself to Charge himself with all the Stock he may draw out of the Concern at retail price, As witness our hands & Seals Except Lot No 1 in Block No 3 on Water Street being property bought of Chrisman

2nd George Spurck (Seal)
1st George. A Crook (Seals)

And immediately under the Seals & Signatures of the said parties is written as follows ~

"the said Spurck so long as the Copartnership Exist as above is to pay one half of the interest on the Cost of said property now occupied by me & paid for out of my individual ~~property~~ money for the sole benefit of my wife & Children

G. A. Crook

It is mutually agreed & understood by us both that the said George. A. Crook on the date above mentioned had in the Concern Thirteen Hundred Dollars and the said Spurck had no Capital

George A Crook
George Spurck

(12158-1)

and your orator further shew unto your honor that immediately after the date of said Article of Copartnership your orator George Spurck & the said Crook Entered into business at Peoria as partners in pursuance of the term & Condition of said article of agreement, in the Mercantile & produce business and Continued to do such business as such partners at Peoria aforesaid until the 15th day of June in the year of our Lord One thousand Eight hundred & forty Eight on which last mentioned day the said G. A. Crook & George Spurck dissolved the said partnership between them, But your orator doth shew that after the said partnership was formed & Entered into as aforesaid the said partner purchased of Haley O. Murriman a lot of ground in the City of Peoria in the County of Peoria & State of Illinois, which lot of ground is numbered three in Block number twelve, and took his said Murriman bond for a good warantee deed of Conveyance for said lot to George A. Crook, when the said Murriman should be paid the sum of Four Hundred & fifty dollars Your orator Charge that the said lot was purchased for the use of said partnership Concern, and your orator George Spurck has paid to said Murriman the sum of Two Hundred & twenty five Dollars for his the said Spurck one half of the said lot and the said Crook has paid to said Murriman about one Hundred dollars for his half of the said lot

Your orator further shew that the said Bond of the said Murriman is not in the power of Either or both of them to produce but is in the possession of the said Crook for which reason your orator cannot more particularly describe or set forth the Contents of the said Bond And your orator pray that said Crook may be Compelled to place the said Bond with the Clerk of

this Court subject to the inspection of all parties Concerned And your orator further say that during the Existence of the said Copartnership Concern the above named partners in their partnership business aforesaid made a Clear profit in their business to the Amount of Six Thousand Dollars Your orator also charge, that upon the dissolution of the said Copartnership Concern the above named partners accounted to and with Each other of and Concerning the Capital Stock Servic labor Interest & profits & account debit & Credit between the parties & it was thereupon agreed between them that the said George A. Crook should retain all the Capital Stock and profit of the Concern with the Exception that the said George Spurck was to have Eighty Acres of land known as the De Groff land which land is more particularly known as being the East half of the North East quarter of Section twenty five in Township nine North, range seven East of the fourth principal Meridian and the northerly half of the said lot number three in Block number twelve in the City of Peoria and the said Crook agreed to finish the house except the plastering, then being Erected on said half of said lot and also to give to the said Spurck his said Crook note for Five Thousand Dollars payable in Cash Note Due Bill or Book account as might best suit his the said Crook Convenience, and at the time said Crook made said agreement, he declared that this Arrangement was a final Settlement of the said partnership Concern, And thereupon on the day of said Settlement & accounting aforesaid, the said Crook at the request & by Consent of the said George Spurck promised & agreed to make a good warantee deed

(12658-62)

for said Eighty acre tract of land known as the De Groff land aforesaid and the said half of the said lot to your Orator Ann. L. Spurck the wife of your Orator Georg Spurck and at the Uguest & by the Coment of said Georg Spurck, the said Crook in Consideration of the said accounting & Settling & of the Agrument aforesaid made & Executed his obligation in writing which is sealed with his Seal & is as follows "Peoria 15 June 1848 I this day have Agreed to give Ann. L. Spurck a good & Sufficient warrantee deed to Eighty Acres of land known & described as the DeGroff land meaning the half quarter section — aforesaid and also to make to the said Ann. L. Spurck a good warrantee deed to the north half of lot No (3) thirty in Block (12) under purchase of H. O. Merriman (Meaning the aforesaid Haley O. Merriman) and to finish off the house now being Erected on said lot Complete Except the plastering, according to the Contract with the Carpenters, Also to give to Georg Spurck my note for Five Hundred Dollars payable in Cash note Due bill or Book account as may best Suit my Convenience to all of the above & the faithful performance of the same I do hereby bind myself my heirs & my assigns as Witness my hand & Seal this day, said Crook obligating himself to pay all debts dues & demands against said Concern — (Meaning the partnership Concern aforesaid

(Signed) G. A Crook Seal

Witness Wm Merriman

And when said Crook Executed the foregoing instrument he declared it Contained a full settlement of said Copartnership, And your Orator further Charges that the said Merriman has not yet Conveyed the said lot to the said Crook, Wherefore your Orator

Ann L Spurck cannot safely take a deed from said Crooks for the aforesaid One half thereof, But the said Newman is ready & willing to make a deed to the said Ann for the said half lot, and has offered to make a deed for the same to the said Ann according to the terms & his Bond aforesaid if the said Crooks would agree thereto and give him Credit on said Bond for the same.

But your Orator Charges that the said Crooks now denies that there were ever any profits arising from said Copartnership Concern and denies that he & the said George Spurck ever accounted or settled in manner before Charged or in any other manner Concerning the matter pertaining to said Copartnership & has refused to make a deed to the said Ann for the said half lot and the said Eighty acre track of land altho he has been requested so to do & has refused to yield his Consent that the said Newman should make a deed for said half lot as aforesaid & denies the validity of his said obligation last above set forth Alledging as a reason therefor that the same is without a Consideration set forth on its face

Your Orator Charges that the foregoing settlement was a Kind of lumping ~~settlement~~ settlement in which Every thing Concerning said partnership was under=stood and Considered but value were not accurately value or defined Wherefore if the said settlement is void then there has been no settlement of the said partnership Concern, and in that Event your Orator George Spurck prays that an account may be taken between him & the said Crooks of and Concerning Every thing pertaining to said partnership and that said George Spurck may be paid what is due him on that Account

(1250-63)

But your Orator Charges that said settlement was valid & binding on both the said parties and they have set forth the last mentioned obligation as a part of their Evidence of the fact and also for the purpose of Showing that the said Ann. L. Spurck is Equitably Entitled to warantee deed for the land and half lot aforesaid

All which acting & doing on the part of the said Geo. A. Crook are Contrary to Equity & good Conscience In tender Consideration whereof and in as much as your Orator are without remedy at law they pray that the said Crook and Merriman may be made defendants to this their Bill of Complaint, that a Subpoena in Chancery may ~~issue~~ issue &c and that the defendant aforesaid may be Compelled to make full & perfect answer to all the allegations in this Bill Contained, just as though they specially interrogated thereto, but your orator waive the said answer being under oath, And upon a final hearing your orators pray that the said Crook may be Compelled to make a good & Sufficient warantee deed to your Orator Ann. L. Spurck for the said Eighty Acres of land, And if the said Merriman is yet willing to do so that he may be ~~Empowered~~ authorized Empowered & Compelled to make a deed in Conformity with the terms of his Bond aforesaid for the half of lot above described, But if the said Merriman should be unwilling to make such a deed, your Orator pray that the said Crook shall be Compelled to make payment to said Merriman of all the balance of price due on said lot and that then the said Merriman shall be Compelled to make a proper deed to said Crook for the whole of said lot and then that the said Crook shall be immediately Compelled to make a good & Sufficient warantee deed for the northerly half of said lot to the said Ann. L. Spurck & that your Honor-

will grant unto your Orators Such other and further relief as belongs to Equity & good Conscience

George Spurck
Ann. L. Spurck

Thomas. Ford
Solicitor for Complainants

Exhibit "D" amendatory Bill

To the Hon. Wm Kellogg Judge of the tenth Judicial Circuit of the State of Illinois in Chancery Sitting

Your Orato & Oratrix George Spurck & Ann L. Spurck wife of the said George Spurck by leave of the Court for that purpose first had & obtained by way of Amendment of & Supplement to their original bill of Complaint herein, further Shew unto your honor in addition to the fact Statements & Allegations in said Original bill is hereby referred to & made part hereof So far as it is necessary & proper to become So) that it was the intention & agreement in fact between the said Geo Spurck & the said Geo. A. Crooks at the time of the settlement & adjustment of their partnership affairs as alleged in said original bill, that the said Spurck Should have the north Easterly half of said lot No Shew in Block No 12 Surbe but that they both mistook the proper mode of describing it and in the said written agreement by a mutual mistake of both parties it was described as the North half instead of the north Easterly half of said lot in the written agreement aforesaid, both of the parties to wit: the said Geo. A. Crooks & the said George Spurck understood that, that part of said lot which the said Merriman was to Convey and that half or which the north Easterly Convey was then

[illegible]

being Erected Should go to the said Spurck & that
was what was intended to be Embraced in the said
agreement and that part is the north Easterly half of the
said lot & your Orator the said George Spurck was not
aware that the description was incorrect, till Exceptions
was taken in this Court to the Award of Referees hereinafter
more particularly referred to the description of the part of the
lot which was intended for your Orator & which was inten-
=ded to be & Should have been Embraced in the said agreement
is as follows to wit thirty six feet on Jefferson Street
meaning Madison Street by One hundred & Seventy one feet
adjoining lot No two in Block No Twelve and thirty six feet
on the Alley said lot being one of the lots in the original
town (now City) of Peoria and being bounded by parallele
lines & forming right angle at the several Corners &
being the northeasterly half of lot No Three in Block No Twelve
in said original town, and the improvement further shew
that that part of said lot no three & the said Eighty acre
track of land was bought and wholly paid for out of
the partnership funds of the said partnership & rightfully
belonged to the said partners and at & before the disso-
=lution Constituted part of the partnership property but
the deed of Conveyance thereof from De Groff of whom the
said partners purchased said track of land was taken to
the said George Spurck with a Certain declaration of
trust therein that he should Convey it or hold it in trust
for Martha M. Wife of the said George A. Crooks but it was
never intended to take the said lot of land out of the
partnership nor to deprive your Orator George Spurck
of his interest therein as a member of said partnership
and the said Martha M. Crooks did not pay or Cause
to be paid nor did any one in her behalf pay or Cause
to be paid any part of the Consideration money or price

of said tract of land nor had the directly or indirectly any interest therein nor directly or indirectly had the said Martha. M. any of her separate Estate or property invested therein And these Complainants further show that after the settlement & adjustment of said partnership affairs as aforesaid the said Geo A Crooks & the said Brinsman settled and adjusted the matters between them relative to said lot No 3 so that the said Crooks Conveyed by a Quit Claim deed to said Brinsman all his the said Crooks interest & title in the South westerly half of said lot & the said Brinsman Conveyed the North Easterly half of said lot to said Crooks so that the said Crooks became the full & absolute owner in fee simple of the North Easterly half of said lot & the said Crooks then ought to have Conveyed the same to your Orator or to have retained the same so that he Could have Conveyed it to these Complainants or one of them but the said Crooks instead thereof Conveyed the same to one Wm Spurck in trust for the said Martha M Crooks, but the said Martha. M. ~~Spurck~~ Crooks had no funds to invest nor were any of her funds invested therein nor did she pay nor did any of her property whatever go to pay any part of the Consideration or price of said lot but the same was wholly paid for out of the funds of said partnership, A Copy of the said deed from the said Crooks to the said William Spurck will be filed herein & made part hereof and the original will be produced if the same Can be obtained, but the Complainants believe the original to be in the possession of said Geo. A. Crooks who is hereby notified to produce the same at the hearing of this Cause

These Complainants aver that the terms of settlement of said partnership affairs they or one of them became or

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were Entitled by the said writing or agreement of the said Crook referred to in this Orginal Bill to a Convayance of said Track of land & the said Crook became obliged to Convey the same that is to say the said De Groff tract land to the said Ann S. Spurck & the same ought to have been from thencefath wholly subject to the Control of your Orator & they should have had the Sole & Exclusive benefit & use thereof. And these Complainants further show that at a former term of this Court this suit was by agreement of parties under the order this Court referred to the Award & determination of Jno. C. Flanagan Edward Dickinson and David Maxwell Referees & how made to the several Orders of this Court upon it record referring the same to said Referees, that the said Referees heard the parties & made their Award which was duly returned & filed in this Court & the Complainants refer to the said award & the papers accompanying the same & make them a part hereof, And these Complainants further shew that at the March Term of this Court 1851 the Award of the said Arbitrators was set aside by the said Court, and wholly Annulled & the said Cause stands for hearing upon the docket of the Court But Complainants state that at the time of the pendancy of said arbitration for the purpose of hearing all matters finally settled between your orators & the said Geo. A Crooks & to Enable the said Referees to make an award that should Effect that object it was proposed & agreed by the parties that the said Martha M. Crooks should request the said Geo. Spurck to Convey the said Eighty Acres or De Groff land to one Hart. S. Tucker and thereupon on the fifth day of February and during the pendancy of said trial before said Arbitrators the said Martha M. did in writing request said Complainant Spurck to Convey the

same to said Ancker a Copy of which agreement in writing will be filed and made part hereof & the original shown to the Court at the hearing hereof and in pursuance of such agreement the said Geo. Spurck did make Execute & deliver a deed of the said Eighty acres or De Groff tract of land with several other tracts of land then held in trust by him for said Martha M. to said Ancker, and in said deed certain trusts were declared amongst others one was, as said Spurck recollects it that the said Ancker should convey by Quit Claim deed the said Eighty acres or De Groff lot to Ann L. Spurck divested of all trusts whatsoever this last mentioned deed is as Complainant are informed & believe in the hands of the said Geo. A. Crook who is hereby notified to produce the same at the hearing of this Cause and also to place it or a Copy thereof with the Clerk of this Court amongst the files of this Court, Complainants say that for the purpose also of effectually settling & determining the Controversy between the said parties, the said Ancker after the Execution of said deed of trust to him made & acknowledged a Quit Claim deed to the said Eighty acres or De Groff land to the said Ann L. Spurck which deed will be produced at the hearing hereof & a Copy thereof filed herewith as an Exhibit, the said two last mentioned deeds were placed during the said trial into the hands & possession of the said referees to be by them delivered to the proper parties if said referees should determine in Conformity to the terms & provisions of said Deed and agreement in writing having been made to that effect signed by the Complainants by their Attorney Orslow Peters & by Lincoln B. Knowlton Esq for said Geo A Crook & Martha M Crook which writing or agreement will be shown to the Court & a Copy hereto attached & made a part hereof

and the Complainant say that the said referees, and thereafter make an award & determine that the said George Spurck was Entitled to have the De Groff or Eighty acre track of land Conveyed to his wife the said Ann. L. Spurck and the said referees in Conformity to the said agreement did thereupon deliver the said trust deed to the said Ancker & the said deed of the said Ancker to the said De Groff but was by them delivered to the said Geo Spurck, And that Complainant Supposed & believed that the said Geo. A Crook was acting in good faith And that the said Knowlton had full power & Authority to act for the said Geo. A. & Martha M Crook in Executing the agreement aforesaid in their behalf & that the same would be binding on the parties & that they did not believe or Suspect that any fraud was intended but the said Knowlton has since disclaimed having had any right power or authority to act for the said Martha. M. Crook or to bind her by signing & Executing said agreement in her behalf as her attorney as aforesaid

Your Orators do not say that the said Knowlton acted or intended to act fraudulently or dishonestly in the matter but they do aver Emphatically that the said George A Crook husband of the said Martha M was Cognizant of the whole transactions & they believe the said Knowlton acted under his directions & upon the assurance that the same was done under the directions & approbation of the said Martha. M. & they aver that the said Martha M did assent to & admit that the said Arrangement for the Execution of said deed should be made, and they further say that it is now the manifest intention & determination of the said Geo A Crook to cheat & defraud the Complainant by causing his act apparently done in behalf of his said wife

to be disclaimed by her Complainants refer to said award of said Arbitrators now on file in this Cause and make the same part hereof said award was made after a very full and patient hearing of the said parties before the said referees that there was no fact shown or proved in any way to impeach or throw distrust or suspicion upon the Claim of your Orators to have said tract of land Conveyed as prayed for in this Original bill herein and these Complainants say that as fulfilments of the writing & obligation of the said Brooks hereinbefore referred to for the Conveyance of said lot number three & for the Completion thereof Except the plastering by the said Brooks, the said Brooks did proceed to finish the same & also proceeded to do or procure to be done the plastering thereof & Employed one Joseph Johnson a plasterer to do the same & then began to give out in speeches & Sayings indicating his intention & to do such acts & things as indicated the intention of the said Geo A Brooks to Cheat & defraud these Complainants & to keep them out of the possession of the said lot & led them to suspect & believe that perhaps he would by his Contract with the said Johnson & other Mechanics Subject said property to liens & incumbrances to prevent which your Orator notified the said Johnson in writing not to proceed with the said plastering or other work upon the said building & that he Could have no lien upon said building for his ~~work~~ labor & Materials thereon which notice was duly served by delivering it to the said Johnson on the 22d of Sept 1848 a Copy of which notice is hereto annexed and made part hereof and the original will be produced at the hearing herein, And Complainants further shew that the said Geo. A. Brooks has ever

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to be disclaimed by her Complainants refer to said award of said Arbitrators now on file in this Cause and make the same part hereof said award was made after a very full and patient hearing of the said parties before the said referees that there was no fact shown or proved in any way to impeach or throw distrust or suspicion upon the Claim of your Orators to have said tract of land Conveyed as prayed for in this Original bill herein and these Complainants say that as fulfilments of the writing & obligation of the said Brooks hereinbefore referred to for the Conveyance of said lot number three & for the Completion thereof Except the plastering by the said Brooks, the said Brooks did proceed to finish the same & also proceeded to do or procure to be done the plastering thereof & Employed one Joseph Johnson a plasterer to do the same & then began to give out in speeches & Sayings indicating his intention & to do such acts & things as indicated the intention of the said Geo A Brooks to Cheat & defraud these Complainants & to keep them out of the possession of the said lot & led them to suspect & believe that perhaps he would by his Contract with the said Johnson & other Mechanics Subject said property to liens & incumbrances to prevent which your Orator notified the said Johnson in writing not to proceed with the said plastering or other work upon the said building & that he Could have no lien upon said building for his ~~work~~ labor & Materials thereon which notice was duly served by delivering it to the said Johnson on the 22d of Sept 1848 a Copy of which notice is hereto annexed and made part hereof and the original will be produced at the hearing herein, And Complainants further shew that the said Geo. A. Brooks has ever

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since Continued ~~Continued~~ and still Continues to occupy the said house & north Easterly half of said lot No Three by him=self or his tenants & has received & Continues to receive large Amount of rent therefor that he has received as such rent about the Sum of Five Hundred Dollars & has himself occupied the same for a Considerable period of time during which the rent would amount to Three or Four Hundred Dollars since the time when he should have given possession thereof to the Complainants & have permitted them to occupy the same, that by the Conse=quence thereof to the said Ancker as aforesaid he the said Ancker Collects the said Rents in the name & as the pretended trustee of the said Martha M. & refuses to pay over or account for the same to the Complainants or Either of them & Enforces the payment thereof against the tenants in possession, though he and such tenants have been duly notified not to Collect the said rents And the said Ancker insists that he will & is deter=mined to Collect all of said rents that shall hereafter accrue & pay them over to the said Crook & thus de=prive the Complainants of all use & benefit thereof & the Complainants believe & Charge that the said George A. & the said Ancker have Combined together to Cheat injure & defraud your orators out of the said rents & deprive them of all benefit & advantage therefrom And Complainants further state & shew that the said George A. is in possession of said Eighty Acre or De Groff tract of land that he has long Continued to occupy the same & that since he has been in the occupancy thereof the value of the rents for such & occupation is not less than Five Hundred Dollars that he has also received rents from others who have occupied the same as tenants

Two or Three or Four Hundred Dollars more since the time when he ought to have had the same Conveyed to your orators or the said Ann. L. Spurck & to have given full & undisturbed possession to them, Thire Complainants further state that the said Crook refuses to make or cause or permit to be made the Conveyance to your orator Ann. L. Spurck the said tract as by his interest aforesaid he was in Equity bound bound to do & this solely or principally so that he may get possession of the said rent & thus cheat & defraud your orator out of the same, Your orators Claim that they are to receive & Ought to have the rent or have had full possession of said North-Easterly part of said lot No Three & of the said Eighty acre tract of land from the time when the said Conveyance should have been made to them or one of them as aforesaid, and they now claim that rent is due to them as above stated Either for the use or occupation of said real-Estate by the said Crook or for the rent actually Collected & received by him, said De Groff land is an improved farm and is worth a large Amount annually in Rent & for use & occupation that the said Crook should be deemed & Considered a trustee of these Complainants for the value & Amount of said rent & the value of such use & occupation and be holden to Account therefor to your orators, Had the said Crook Conveyed or caused to be Conveyed the said Eighty acre or De Groff tract of land & the said dwelling house & lot according to his agreement & understanding aforesaid — Complainants Could and would have received a large Amount of rent & that they were justly Entitled to receive them as being the income proceeds & profits

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of part of the partnership concern aforesaid which was allotted & set apart to said George Spurck as his share of the proceeds of said partnership Complainants further show that it is true that the said E. A Crook furnished or put into the said partnership all of the original stock or Capital thereof yet afterwards the said George Spurck did by his own means and Credit obtain large amounts of Capital & goods that went into the partnership & became part of the joint Capital Stock of the same Complainants further show that the said Crook has no visible property or at least a very small amount which is subject to seizure & sale on Execution and your believe and fear that they or Either of them will be wholly unable by a suit at law to Collect any judgement to be recovered for the arrears of said rents due and from & received by him or any of the rents that may hereafter accrue which shall become due from him or be received by him & that it is the intention of the said Crooks to Collect said rents and to pay them over to the said Crook so as to Cheat & defraud your orators & deprive them of all use and benefit thereof — Complainants further show that the said William Spurck has no interest whatever in the said North-Easterly half of said lot No three but that the same was Conveyed to him by said Crook without any Consideration therefore that the said William Spurck is a mere naked trustee and holds said lot as such, that said Conveyance to said William was in fraud of the right of the Complainants & done for the purpose of Cheating and defrauding them, that the said William Spurck had full knowledge of the Equitable right and interest

of Complainants on said lot that the said Conveyance to said William was made after the Commencement & during the pendency of this suit, that the said is also a mere naked Trustee without any actual interest in the said Estate or the trust pretended to be created by said deed Complainants further shew that the said Geo. A Crook has refused to abide the said award but has applied to this Court to set aside the same and this Court has set the same aside principally if not wholly for the reason that the said award directed the said Crook to Convey the north half of said lot No three instead of the north Easterly half as in herein before set forth & described Complainants further shew that they have commenced an action of Ejectment against the said Crook to recover the possession of the said Eighty — acre or De Groff track of land and the declaration will be duly filed on the law side of said Court at the next term thereof and they claim that by virtue of the deed of the said Crooks to the said Ann L. Crook the Complainants have right to the possession & undisturbed occupancy of the same but that the said Crook is in possession & refuses to quit & deliver up the said premises to Complainants but holds the same & receives the rents issues & profits thereof Complainants further shew that they intended to enter & occupy the said House on the north East half of said lot No (3) three but by reason of being thus wrongfully kept out of the possession thereof they have been subjected to great inconvenience loss & Expense by procuring other tenements to occupy and reside in & the injury resulting and damage thereby is not less than One Thousand Dollars to them which injury & damage has resulted from the said Crook violating & disregarding his said Contract & agreement, Your orators will produce Copies or Originals of all the

(1865-69)

deed papers & documents herein referred to so far as they can be obtained, are not in the possession of the said Crooks, & file them in this Cause & make them part hereof & so far as the same are in the power Custody or control of the said Crooks his agents Ser=vants & Trustees they hereby give him notice to pro duce them and to place them on file in this Cause

Your Complainants therefore pray that a Summons in Chancery may issue directed to the said Martha M Crooks William Spurck & Hart P. Ancker Command=ing them to appear before your Honor & their full true & perfect answer make to all & singular the several Statements & allegations in this amended bill and in the original bill of Complaint herein Contained but not that they answer upon their several respective oath their answers under oath being hereby expressly waived, that an injunction may be granted En==joining & restraining them & Each of them from occupying, or in any manner interfering with the said Eighty acre or DeGroff tract of land or the North Easterly half of said lot No (3) three & from Collecting or receiving any of the rents income or profits of the same, that upon the final hearing herein that they or such of them as your honor shall deem just & proper may be decreed to Convey the said lots of Real Estate that the said Conveyance of the said Ancker to said Ann E. may be decreed to be a good & valid Conveyance of said Eighty acre tract or that such other Conveyance may be made as shall be a good & indefeasible title thereto in said Ann E., that a receiver may be appointed to take the Control & Management of such real Estate & to lease the same for such time as

deed papers & documents herein referred to so far as they can be obtained, are not in the possession of the said Crooks, & file them in this Cause & make them part hereof & so far as the same are in the power Custody or control of the said Crooks his agents Ser=vants & Trustees they hereby give him notice to pro duce them and to place them on file in this Cause

Your Complainants therefore pray that a Summons in Chancery may issue directed to the said Martha M Crooks William Spurck & Hart P. Ancker Command=ing them to appear before your Honor & their full true & perfect answer make to all & singular the several Statements & allegations in this amended bill and in the original bill of Complaint herein Contained but not that they answer upon their several respective oath their answers under oath being hereby expressly waived, that an injunction may be granted En==joining & restraining them & Each of them from occupying, or in any manner interfering with the said Eighty acre or DeGroff tract of land or the North Easterly half of said lot No (3) three & from Collecting or receiving any of the rents income or profits of the same, that upon the final hearing herein that they or such of them as your honor shall deem just & proper may be decreed to Convey the said lots of Real Estate that the said Conveyance of the said Ancker to said Ann E. may be decreed to be a good & valid Conveyance of said Eighty acre tract or that such other Conveyance may be made as shall be a good & indefeasible title thereto in said Ann E., that a receiver may be appointed to take the Control & Management of such real Estate & to lease the same for such time as

the Court shall direct to collect & retain subject to the order & decree of the Court all the rents issues & profits of said land. Said Complainants hereby offer to give up to be cancelled the deed of the said Crooks to said Ann. E. upon the proper Conveyance of the said land by the proper persons or under the order & decree of this Court that an account may be taken of the rents & profits & of the damage sustained by your orators or either of them by reason of the premises & that the said Crook may be ordered & decreed to account for & pay over the same to your orators, that the mistake of the description of said lot no three as herein before stated in said bond may by a decree of this Court be corrected so as to Entitle your orators to claim the North Easterly half of said lot as is above shown and for such other & further relief as to your honor shall seem meet & to justice & Equity appertain they also pray as they prayed in their original Bill

Onslow Peters
Solr for Complainants

Clerk of the Circuit Court will please issue Summons in Chancery in this cause directed to the new parties in this suit to wit William Crooks Hart P. Anckr Martha M Crook wife of the said Geo. A. Crook returnable to the next term of the Circuit Court

April 26/51

Onslow Peters
Solr for Complainants

S/12158-78

"D"

It is herein agreed that we George A. Crook and Martha M Crook his wife & Geo Spurck & Ann L. Spurck his wife, do abide by the decision of Daniel O'Kife in relation to all suits litigations & differances whatsoever that are now pending in Court between the said parties, the said Crook & Spurck Each to make the statement of their own cases and not allow the Counsel of Either parties to interfere in any manner or form whatever. This decision to be a final one and terminate and close these Entire suits. This is fully agreed upon under a for=feiture of One Thousand Dollars to be paid by the party who shall fail to Comply and submit to the decision made by said O'Kife and it is further agreed when this decision is made a receipt shall be made from each party releasing Each other from all obligations that have been made by said parties previous to this date, All suits now pending between said parties to be dismissed and the said O'Kife to determine who is to pay the Cost

G. A. Crook (Seal)
Martha M. Crook (Seal)
Geo Spurck (Seal)
Ann L. Spurck (Seal)

"E"

Whereby certain dispute and Controversies & all dis=pute & Controversies of whatever Kind or nature between the parties named in said ~~Suit~~ instruments or agreement and referes to the award judgement and

or arbitration of myself Daniel Kuse I being the sole arbitrator, Chosen & selected to settle and Arbitrate said Controversies and I having taken upon myself the burden of said Arbitration and having had before me all the Evidence mentioned ~~mentioned~~ in said instrument of agreement do publish this as my final award

In the Case of George Spurck vs George A Crook Act on Contract. Each party to pay their own Cost. Said suit as well as the four following ones having been dismissed at the last term of the Picric Circuit Court

George Spurck vs Geo. A Crook (Ejectment)
Each party to pay their own Cost

Charles Hamilton vs George A. Crook
Plaintiff to pay all Cost—

Martha M Crook vs George Spurck
Each party to pay their own Cost

Geo Spurck & Ann L Spurck vs Geo A Crook & Martha M. Crook
Each party to pay their own Cost—

And I do further award & decide that George A Crook and Martha M. Crook shall Convey or Cause to be Conveyed all their right & title & interest either in themselves or in the Trustee of Martha M. Crook in and to Eighty Acres of the De Groff land so called the said Eighty acres being known & described as follows, the East half of the North East quarter of Section Twenty Three in Township Three North Range seven East of the fourth principal Meridian to Thomas Hughes as Trustee of Ann L. Spurck

5121-20-11

And also that Geo A Crook Execute to Geo Spurck his promissary note for Nine Hundred Dollars in three several Note the first to be paid in six Months from date the Second in Twelve Month from date the third in Eighteen months from date with six per cent interest and that the said Geo A Crook & his wife Se= cure or cause to be secured the aforesaid note when given under a forfeiture of One Thousand Dollars

Also the said Geo. A. Crook pay one half of the Cost & Geo Spurck the other half of all Arbitration had before Edward Dickenson John E Flanagan & Davis Maxwell Esqrs And I do further award & decide that Geo. A. Crook & Martha M Crook his wife are Entitled to and shall be permitted to hold & retain possession of and Control one without hindrance from the said Geo Spurck or Ann. L. Spurck his wife of the of the House on the North Easterly part of lot Nº (3) three in Block Nº (12) twelve in the City of Peoria being the same in which Mathew L. Swindo now lives and that the said Geo Spurck & Ann. L. his wife relinquish all Claim to the same forever

And I do further award & determine that the said several parties Execute to Each other Receipts & Acquittance fully releasing & discharging Each other from all Claims & demands whatsoever that Each hold or Claim against the other up to and prior to the Close of this award

In testimony of the above award I have hereunto set my hand and Seal this 15th day of April A.D. 1852

Daniel O Kyle (L.S.)

Exhibit "H"

This indenture made this 27th day of April in the year of Our Lord One thousand eight hundred & fifty two between Hart. P. Ancker Trustee of Martha M. Crooks of the first part & Thomas Hughy Trustee for Ann L. Spurck of the second part. Witnesseth that the said party of the first part for and in Consideration of the Sum of Five Dollars Lawful Money of the United States of America to him in hand paid by the said party of the second part at or before the Ensealing & delivery of these presents the receipt whereof is hereby acknowledged has remised released sold and forever quit Claim unto the said party of the second part & his Heirs & assigns forever, all that piece of real Estate situate lying & being in the County of Peoria & State of Illinois, Known & described as the north half of the South west quarter of Section number Twenty Five (25) in Township number nine (9) north of the base line of range Number Seven (7) East of the fourth principal Meridian, Known as the De Groff land.

To Have and To Hold the above described premises with all of the privileges & appurtenances thereunto belonging to the party of the second part his heirs & assigns forever -

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Hart. P. Ancker

Trustee &c

Signed Sealed & delivered
in presence of
David Maxwell

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" II "

This Indenture made the twenty seventh day of April in the year of Our Lord Eighteen Hundred & fifty two Between Hart P. Anckes County of Martha M Brooks of the first part and George Spurck of the second part. Whereas the said parties of the first part is justly indebted to the party of the second part in the sum of Four Hundred Dollars secured to be paid by them Certain notes bearing Even date herewith given by Geo. A. Brooks to the said party of the second part Each for $133.33⅓ and one payable in six one in twelve & the other in 18 months from date with interest. Now therefore this Indenture Witnesseth that the said party of the first part for the better securing the payment of the money aforesaid with interest thereon according to the tenor & Effect of said ~~first~~ notes above mentioned & also in Consideration of the further sum of One Dollar to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged has granted bargained & Sold & Conveyed & by these presents does grant bargain Sell and Convey unto the said party of the second part his heirs & assigns forever all the following described tract or parcel of land situate in the County of Peoria & State of Illinois to Wit: A part of lot No (6) Six in Block No three (3) in the City of Peoria being seventeen feet on Water Street by ninety feet deep commencing nineteen feet from the corner of Water & Fulton Street. Together with all & singular the tenaments hereditaments & appurtenances there unto belonging, and all the Estate right title interest property possession claim & demand whatsoever

as well in Law as in Equity of the said party of the
of the first part of in & to the above describ premi
=ses and every part & parcel thereof with the appur
=tenances, To Have & To Hold all & singular the
above mentioned & described premises together with
the appurtenances unto the said party of the Secon
part & to his Heirs & assigns forever

Provided always and these presents are upon
this Express Condition that if the said party of the
first part his heirs Executors & Administrators shall
well and truly pay or Cause to be paid to the party
of the second part his heirs Executors Administrators
or assigns the aforesaid sum of money with the
interest thereon at the time & in the manner specifi
=ed in the above mentioned note, according to the
true intent and meaning thereof, that then & in
that Case these presents shall be void, otherwise
to remain in full force

In Witness Whereof the said party of
the first part has hereunto set his hand & Seal
the day & year first above written

Hab. S. Ancker (L.S.)

Signed Sealed
& delivered in the
presence of
Chas Maxwell

$133.33

Six Months after date for value receivd I promise to pay George Spurck or order One Hundred & thirty three dollars and thirty three Cents with six per cent intrest from date
Peoria April 27th 1852 George A. Brooks "

1

$133.34.

Twelve Months after date for value receivd I promise to pay George Spurck or order One Hundred and thirty three dollars and thirty four Cents with six per cent intrest from date
Peoria April 27th 1852 George A. Brooks "

2

$133.33

Eighteen Months after date for value receivd I promise to pay George Spurck or order One Hundred and thirty three dollars and thirty three Cents — with six per Cent intrest from date
Peoria April 27th 1852 George A. Brooks "

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And now afterwards to wit on the third day of October 1854 the following answer to Supplimental & Amended bill was filed in the said Cause in the following words & figures to wit:

George Spurck
Ann L. Spurck
Thomas L. Dobbins

In the Circuit Court of Tazewell County

vs

George A Crook
Martha M Crook
William Spurck
Hart P. Ancker

In Chancery.

The answer of the said defendants to the Amended & Supplemental bile of the Complainants filed herein on the 10th day of August AD.. 1854.

The said Defendants for answer to the said amended & Supplemental Bile, refer to the several answers of the defendants herein before filed in this Cause and state that the same are true in substance and in fact & they make the said answers part of their answer to the said Amended & Supplemental Bile

And the said defendants further Answering say that the said Complainant, Supplemental and amended Bile filed on the said 10th day of Augt AD. 1854 and all the Charges & allegations therein Contained Except such of them as are admitted in the defendants former answers in this Cause are wholly untrue and they deny the same and Each and Every allegation therein Contained Except as aforesaid & having fully answered they pray to be dismissed with their Costs

Smyth & Sanger
for Defendants

[illegible]

And now afterward, to wit on the ninth day of October A.D. 1854 the following affidavits were filed in said Cause in the following words & figures to wit.

State of Illinois
County of Peoria

Augustus O. Gantz being duly sworn says that some time within the last two weeks he applied to Hart. P. Ancker Trustee of Martha M. Crook to rent the north-Easterly half of lot three in Block twelve in the city of Peoria with the tenements thereon for the term of one year, that said Ancker refused to lease the same to this affiant Except upon Condition that this affiant would pay all the rent for said year in advance alledging as a reason that the said Martha M. Crook was poor and in need of money, and had law-suits on hands

Augustus O. Gantz

State of Illinois
County of Peoria

I. Julius G. Lueder a Notary Public in and for the said County and State do hereby Certify that on this ninth day of October A.D. 1854 personally appeared before me Augustus O. Gantz and subscribed the foregoing Affidavit and in due form of law made Oath that all the Statements therein Contained were and are true,

In Witness whereof I have hereto subscribed my name and affixed the Seal Notarial this 9th day of October A.D. 1854

J. G. Lueder

L. Seal

State of Illinois }
County of Peoria } Leonard B. Cornwall Sheriff of the said County being duly sworn says that since the last term of the Tazewell Circuit Court in said State he has had in his hands as said Sheriff an Execution issued on a judgement in favor of Daniel Kuffe against Hart. P. Ancker trustee of Martha. M. Crook which judgement was rendered in said Tazewell Circuit Court, that this affiant demanded Money or property of said Ancker said Martha. M. Crook & her husband George ~~Crook~~ Crook and that neither of them would pay the Amount of said Execution nor would they or either of them surrender any property upon said Execution, That afterward this affiant by direction of the plaintiffs attorney levied said Execution on the trust property held by said Ancker to Enable plaintiffs attorney to file a bill in Chancery but no sale ~~but~~ of said property has been made

Leonard B. Cornwall

State of Illinois }
County of Peoria } I. Julius. G. Leuder a notary Public do Certify that on this 9th day of October A.D. 1854 personally appeared before me Leonard B Cornwall who is personally known to me to be the person who subscribed the above Statement and who after having been duly sworn doth depose & say that he has read the foregoing Statement and knows the Contents thereof & that the same is true In Witness whereof I have set hereunto my hand and seal notarial the day and year first above written

Seal

J. G. Leuder

$12.50-48

State of Illinois
County of Tazwell

Tazwell Circuit Court
October Term A.D. 1854

George Spurck
Ann. L. Spurck +
Thomas S. Dobbins
vs
George A. Crook
Martha M Crook
William Spurck
Hart P. Ancker

Henry Landes Jr being duly sworn says that he is acquainted with said Geo A Crook Martha M. Crook and Hart P. Ancker, all residents of the County of Peoria in the State of Illinois, that said Hart P. Ancker is notoriously insolvent, that this affiant has made thorough Examination of the records of the said County of Peoria and from such records it does not appear that said George A Crook has any real property in said County of Peoria nor any interest therein Except through his wife for whose use said property in said Bills mentioned is held Except that called the De Groff land which is in dispute in said Cause & in regard to which this affiant does not ~~believe~~ now recollect whether the same is held in trust as aforesaid or not. This affiant further states that the general reputation of the pecuniary Circumstances of said Geo. A. Crook is that it is almost if not Entirely impossible to Collect any money off him. In regard to said trust property held for the use of said Martha M. Crook this affiant says that there is now pending in the Circuit Court of Peoria County a Bill in Chancery

for the purpose of collecting a judgement of $200.00 and Cost heretofore obtained in favor of Danie Okeefe against Hart. P. Ancker as Trustee aforesaid of said Martha. M. Crook which could not otherwise be Col=lected off said Ancker George. A. Crook or Martha. M. Crook

Thir affiant further State that of the land which said George. A Crook pretended to own the tract in Knox County has been sold by said Crook, Of his other land (Except that in Jazwell County if any such he owns) they are held by Tax Title & of but very little if any value

Thir affiant further states that from his information and knowledge he believes that the said Complainants would have no Sufficient Security for the rents and profits of said Real Estate if such rent & profits should go into the hands of the said Geo. A. Crook Martha. M. Crook or Hart. P. Ancker

Henry Lander

Sworn to before me
this 9th day of
October A.D. 1854
I. A Jones Clk
by G. P. Fowler
Deputy

State of Illinois
County of Tazewell } Tazewell Circuit Court
October Term A.D. 1854

George Spurck
Ann L Spurck &
Thomas S. Dobbins Compts
vs
George A. Crook
Martha M. Crook
William Spurck &
Hart P. Ancker Defts

Thomas S. Dobbins one of the said Complainant being duly sworn says that the allegations and statements contained in the said Complainant bill and Amended & Supplemental bill are true so far as they purport to be stated upon the knowledge of the said Complainants and so far as they do not purport to be stated on the knowledge of the said Complainant he the said Dobbins has been informed and believes them true

That the said Hart P. Ancker is notoriously insolvent: That the said George A. Crook property if any he has is so incumbered & fraudulently covered up that it is impossible to collect demand of him in the ordinary mode where said Crook refuses payment as he almost invariably does, And this affiant is informed & believes that the said Crook is Entirely insolvent & dishonest to the last degree. The said Complainant have no security for the Collection of the rents & profits of the premises in their said bills described if they succeed in said suits as this affiant confidently believes they are Entitled to. This Affiant states

that said premises are held in trust for said Martha M. Crook that the rents & profits are collected and consumed as fast as they accrue, and that the said Martha. M. is a married woman and her other property if any she has, is incumbered so that said Complainants are without security or available remedy for said rents and profits

The said Hart. P. Anckes being merely a trustee of said Martha. M. ~~and~~ the said Geo. A Crook in effect & reality Contracts and disposes of said rents and profits and he is for all practical purposes insolvent as collection could not be made off him for the means aforesaid

Moreover said Crook is Continually resorting to all means to defraud the said Complainants out of said rents and profits Even if said Complainants succeed in said suit

Sworn to before me
this 9th day of
October A.D. 1854
John A Jones Clk
by G. P. Fowler Dep.

T. G. Dobbins.

And now afterwards to wit at a term of the Circuit Court begun & held at Pekin Tazewell County Illinois on the fifth Monday in October A.D. 1854 and on the twelfth day of said October the following Decree was Entered in the said Entitled Cause in words and figures to Wit:

[12158-71]

State of Illinois
County of Jazewell

Jazewle Circuit Court
October Term A.D. 1852

Geo. Spurck
Ann. L. Spurck
Thom. S. Dobbins Compts
vs
George. A. Crook &
Martha. M. Crook
William Spurck &
Hart. S. Ancker defts

And now came on to be heard the motion of the said Complainant, for the appointment of a receiver in said cause and the Court being sufficiently advised of and concerning the merits of the said Motion be sustained & allowed

It is further ordered & decreed that Amos P. Bartlett of the City of Peoria be and he hereby is appointed such receiver, The said Receiver shall take possession and Charge of all the said real Estate in the bill in said suit described the right to which is in dispute in this Cause Except in Cases where there may be subsisting leases of the same or of any part thereof: Where there are no such leases or when the Existing leases shall Expire the said receiver shall lease said premises upon the best terms he can reasonably obtain: where there are Existing leases the tenants or tenants of said premises shall pay the rents arising on their respective leases to the said receiver, and not to any or either of said defendants after notice of this Decree. The said receiver shall collect

all the rents and profits of and from said premises and hold them subject to the order of this Court.

The said receiver shall only have authority to Expend any of the monies Collected by him for the purpose of indispensible Repairs

In the performance of the duties of said receiver the said defendants & Each of them are hereby Expressly injoined from in any manner — hindering or obstructing said Receiver

The said Receiver before entering upon the discharge of his duties shall Execute bond to the People of the State of Illinois with Thomas. S. Dobbins as Security in the penal sum of Two Thousand Dollars for the faithful discharge & performance of his duties as such receiver

And the said receiver shall upon the request of Either party report his acts at any regular term of this Court

And now afterward, to wit: on the fourteenth day of October A.D. 1854 the following Bond was filed in said Cause in the following word & figure, to wit:

Know all men by these presents that we Amos. J. Bartlett as principal and Thomas. S. Dobbins as Security are held and firmly bound unto the People of the State of Illinois in the penal sum of Two Thousand Dollars for the payment of which well & truly to be ~~paid~~ made we hereby bind ourselves our heirs Executors Administrators & assigns jointly & severally and firmly by these presents Witness our hands & Seals

this 13th day of October A.D. 1854

Whereas by order of the Jazewell ~~County~~ Circuit Court in the State of Illinois made at the October term of said Court A.D. 1854 in a certain Cause therein pending wherein George Spurck Ann L. Spurck & Thomas S. Dobbins were Complainants and George A. Crook Martha M. Crook William Spurck & Hart P. Ancker are defendants, the said Amos P. Bartlett was appointed Receiver and authorized to take possession & charge of all the Real Estate in the Bill in said Cause described, the right to which is in dispute in said Cause Except where there might be subsisting leases of the same or any part thereof: Where there were no such leases or when the Existing leases should Expire, the said Receiver should lease said premises upon the best terms he could reasonably obtain: Where there were Existing leases the tenants or tenants of said premises should pay the rent arising on their respective leases to the said Receiver and not to any or either of said defendants after notice of this Decree: the said Receiver should Collect all the rents & profits of and from said premises and hold them subject to the order of said Court the said Receiver should only have Authority to Expend any moneys Collected by him for the purpose of indispensible repairs, that the said Receiver before Entering upon the discharge of his duties should Execute a Bond to the People of the State of Illinois with Thomas S. Dobbins as Security in the penal sum of Two Thousand Dollars for the faithful discharge and performance of his duties as such

Receiver, Now therefore the Conditions of the-
above obligation is such that if the above bound
Amos S. Bartlett shall well & faithfully discharge
and perform his duties as such Receiver as aforesaid
then the above obligation shall be void, otherwise
to be and remain in full force and effect

A. S. Bartlett (Seal)
Thomas S. Dobbins (Seal)

And now afterwards to Wit: on the Eleventh day AD
1855 the following affidavit was filed in said Cause
in the following words & figures to Wit:

Geo. Spurck
Ann. L. Spurck
Thomas S. Dobbins
vs
George A Crook
Martha M Crook
Wm Spurck
Hart P. Ancker

In Chancery

State of Illinois
Jazewell County ss

Geo. A. Crook being duly sworn says that since the
last term of this Court, to Wit: on the 10th day of May
AD. 1855 Hart P. Ancker the former trustee of Martha
M. Crook defendant above named at the request of
the said Martha has Conveyed the trust Estate in Con-
troversy in this suit to Ralph Hamlin of Peoria

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who is now as to the said Estate the Trustee of the said Martha M Crook said Hamlin is a safe prudent and responsible man worth at least Eight Thousand Dollars and is willing to take and accept the appointment of Receiver in this Cause and to place the money at interest and account to the parties Entitled to the same pursuant to the order of the Court upon the final Hearing of this Cause, said Deed of Conveyance is herewith shown to the Court. further affiant saith not

Geo. A. Crook

Sworn to before me this 11th day
of May AD. 1855 J. A Jones Clk
By G M Linder D.C.

And now afterward, to wit: on the 5th day of October AD. 1855 the following notice and Deposition was filed in the said Cause in the following word & figures to wit.

Ann L. Spurck
Geo. Spurck
Thomas S. Dobbins
vs
Geo. A Crook
Martha M Crook
William Spurck
Hart S. Crocker

Tazewell County Illinois
Circuit Court
September Term
AD. 1855

Take notice that on the 29th day of September inst. AD 1855 between the hour of nine O'Clk A. M and six O'Clk P. M at the office of Soule & Hopkins in the City & County of Peoria and to be Continued from day to day if necessary before Geo. B. Parker or some other person duly authorized by law to take depositions. The deposition of James McFadden a resident of said County will be taken

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to be read in Evidence in the above Entitled Cause on behalf of the Plaintiff, when and where you can appear and Cross-Examine said Witness if you think proper

Yours &c

To

E. A. Powell

Atty for Plaintiff

Wm Pimple & Sanger

Attys for defendants

Recvd a true Copy of the within notice this 18th day of September A.D. 1855 A. H. Pimple

Deposition of James McFadden of the City & County of Peoria State of Illinois taken on the 29th day of Sept A.D. 1855 between the hours of nine O'Clock in the Morning and six O'Clock in the Evening of the said day at the office of Powell & Hopkins in the said City in pursuance of the notice hereto attached to be used in Evidence in a Cause pending in the Circuit Court of Jasper County State of Illinois wherein George Spurck Ann L. Spurck and Thomas J. Dobbins are Complainant and George A. Crook Martha M Crook William Spurck and Hart P. Ancker are Defendant

The said James McFadden being duly sworn to testify the truth the whole truth and nothing but the truth in relation to the matter in Controversy so far as he may be interrogated thereto and upon all such interrogatories as may be directed to be put by Either party litigant

Interrogatory First 1 — What is your name age and occupation and place of residence.

Answer — My name is James McFadden age forty and my Residence is Peoria

Question 2 — Do you know whether Bartholomew Fortune held Cer-

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= tain promissary note against George A Crook & George Spurck given for a certain lot on Water — Street in the City of Peoria, known as part of Lot Six & 7 in Block Thirty four (34) in Bigelow & Underhills addition to Peoria and if yea what disposition was Ever made of said note,

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Answer I know that there was note given B. Hatch by Geo A Crooke for part of Lot 6 & 7 in Block Thirty four in Bigelow & Underhill, addition to Peoria And that said note was returned to the said Geo. A. Crooke the trade having been annulled and the said Crooke having received One Hundred Dollars from affiant & Hatch to give up the said lot mentioned above

James. McFadden

State of Illinois }
Peoria County } ss

I. George B. Parker a Police justice of the Peace within and for the City of Peoria in said County & State do Hereby Certify that the forgoing deposition of James McFadden was sworn to by him and signed by him in my presence and that said deposition was Taken at the Office of Powell & Hopkins in the City of Peoria in said County and State on the 29th day of Septem = ber AD. 1855 between the hours of nine O Clock in the Morning and six O'clock in the Evening of said day, that the deposition of said witness was reduced to writing by me in his presence & that the interrogatories and the answers thereto were reduced to writing in the order in which they were proposed. In witness whereof I have hereunto set my hand and seal this 29th day of September A.D. 1855

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Geo. B. Parker Seal

Police Justice of the Peace

And now afterward to wit: on the fifth day of October AD 1855 the following papers were filed in said Cause in the following, form, & figure to wit:

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Ann L. Spurck
George Spurck
Thomas J. Dobbins
George W. A. Crook
Martha M Crook
William Spurck
Hart P. Ancker

Circuit Court
Tazewell County
Illinois
September Term
AD. 1855

Take notice that on the 18th day of September AD. 1855 between the hours of 9 a.m. and 6 P. M of that day to be continued from day to day if necessary at the office of Powell & Hopkins in the City of Peoria County of Peoria and State of Illinois before George B. Parker or some other person duly authorized by law to take depositions, the deposition of Daniel O'Keefe Amos L. Merriman David Maxwell John Flanagan & Edward Dickinson resident of said County will be taken to be read in Evidence on the trial of the above Entitled Cause on behalf of the Plaintiffs, when and where you can appear & Cross-Examine said Witnesses if you deem proper

Yours &c E N Powell
Attorney for Plaintiffs

To.
Messrs Purple & Sanger
attorneys for defendant

Rec'd a true Copy of the within notice this 4th day of September AD. 1855
Purple & Sanger

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12658-9

152 Depositions of Daniel O'Kufe Amos L. Inniman Danl Maxwell Jno. C. Flanagan and Edward Dickenson of the City of Peoria County of Peoria & State of Illinois taken on the 18th day of September AD. 1855 between the hours of nine O'Clock in the morning, and six O'Clock in the Evening of said day at the office of Powell & Hopkins in the said City of Peoria in pursuance to the notice hereto attached to be read in evidence in a cause pending in the Circuit Court of Tazewell County State of Illinois wherein George Spurck Ann L. Spurck & Thomas S. Dobbins are Complainants & George A. Crook Martha M Crook William Spurck & Hart P. Ancker are defendants

The said Daniel O'Kufe being duly sworn to testify the truth the whole truth and nothing but the truth in relation to the matter in Controversy so far as he may be interrogated thereto and upon all such interrogations as may be directed to be put by either of the party litigant

Interogatory 1st What is your name, age and place of residence

Answer My name is Daniel O'Kufe my lawful age is thirty one years and reside in the City of Peoria

Question 2 Were you at any time selected as an Arbitrator in a Controversy between George Spurck & Ann L. Spurck his wife & Geo A Crook & Martha M Crook his wife if so about when were you such Arbitrator

Answer I was some time in April 1852

Question 3 Did you ever make & deliver an award under such Submission and if not, state the reasons for not doing so and State generally all you

Knowing in said Submission and Award

Answer. The Cause was submitted to me under the agree-
=ment hereunto attached Marked "A." I fixed it
about two or three weeks, the parties themselves
appeared before me with all their papers & Claims
and I heard Each of their Statements and I made
out an award and notified Each party that
the award was ready and would be delivered
when his Charge, which was Thirty Dollars ~~Should~~
Should be paid, which was to be paid by Each
party paying Fifteen Dollars Each, both parties
Came with Orelow Peters and Mr George Spurck
was ready to pay his Fifteen Dollars and Geo
A Crooks afraid to pay his Fifteen Dollars &
I could not deliver the awards to Either of the
parties, and Orelow Peters paid me the Thirty
Dollars and I receipted to him for it and
handed over one of the three awards, I had made
out, and two or three days afterward, Mr
Knowlton Counsel of Geo. A Crooks requested to see
the awards that was prepared for Geo. A. Crooks
and that he would pay me the Fifteen Dollars
& return it back to me and not give it to
Crooks. Mr Knowlton never returned it Some
nine months afterward Mr Crooks allowed me
Ten Dollars in One month rent for a Store
House I occupied and Five Dollars in another
month, rent following, when the award was
delivered to Mr Knowlton it was distinctly un-
derstood that the fee was to be paid immed-
=diately, and the award was not to be delivered
to Mr Crooks unless the fee was paid, nor take
Effect unless the fee was paid, And the award

Court not Attorneys for the fee paid until some nine months afterward, as stated above, and that I never delivered the Award to Crooks or his attorney as an award unless they paid the fee down

We Geo Spurck & Geo. A. Crooks appeared before me as Arbitrater in pursuance of the terms of the Submission and made their Statements Exhibits & proofs as agreed upon by the terms of Submission and left with me all of the papers relating to the matter in dispute amongst which was an agreement by said Crooks Signed and Sealed by him bearing date the 15th June 1848 a Copy of which is hereunto attached marked "B" The original paper a Copy of which is marked "B" as above attached and left with me as arbitrater by George Spurck was taken away from me as I am well Satisfied by Geo A Crooks without my leave or Consent, and that I did not have the said paper before me at the time of making my award, thereby Causing me to make quite a different award to what I should have made if the aforesaid paper marked "B" had have been in my possession at the time, And in Consequence of the loss of that paper marked "B" I awarded the House and lot mentioned in said agreement marked "B to Martha M Crooks when otherwise I would have awarded it to Ann L. Spurck, I Searched at the time for the paper Marked "B" and Could not find it and I Charged Crooks with taking said paper in my absence while I was going up Stairs for

another paper. I am well convinced that the said paper marked "B" was taken from me by said Crook

Question 4 After Crook & Spurck appeared befor you and made their statement and presented to you their proofs, and left with you their papers, State whether said Crook presented to you any other Claim against said Spurck which was not claimed by him when both parties were present, if so state what Claim was presented

Answer There was some two note presented by Crook signed by Spurck the amount of which I do not recollect, which was allowed by me in the awards and was presented to me by Crook after the parties had their statements, And there were also three other note for Three Hundred & twenty Dollars Each given by said Crook & Spurck to Bartholamew Porter which was presented to me by said Crook with his name Erased & Spurck's name remaining on the same, which were given to me by said Crook after the said parties had made their statements and submitted their Cause to me said Crook alledging, that he had paid said note, and that said Spurck was liable to ~~pay~~ refund to him one half of said Amount, and that said sum was allowed was allowed ~~to him~~ in the awards in favor of said Crook

Question 5. Who gave you the number of the E½ N.E. 25 Township 9 North 7 E to put in your awards

Answer I got it from Geo A Crooks and he informed me that, that was the track of land in Controversy between them

[illegible]

Question 6 State whether after the Case was Submitted to you by Crook & Spurck whether William Spurck had Interviews with you relative to the matters submitted to you by said Crook & Spurcks and if so what statement did he make to you and what influence it had upon you in making up your awards, and also in your belief sent him there

Answer He had interviews with me by the Consent of both parties, and upon the statement of Wm Spurck I made up my award believing, that he Knew more about the matter than I. did having been Closer Connected with the parties than I had been

Question 7 Was said Wm Spurck Sworn in the Case

Answer He was not to My Knowledge

Question 8 Were you Sworn before you made your awards as such Arbitrator

Answer I was not

Question 9 Do you Know of any other matter that will be beneficial to either party in the Settlement of this Cause

Answer After Crook had allowed me my fee as Arbitrator in Cent I gave him a receipt which receipt I believe was dated backs to Corresponde with the date of the Arbitration and from the best information I could get from Wm Spurck and the party at issue without the benefit of the paper marked "B" which had been taken from my possession as before stated I made up my Awards

Daniel A Kyle

Reno 15th June A.D. 1878

156 I this day have agreed to give Ann L. Spruck a good and sufficient warranty deed of Eighty acres of land known and described as the — De Groff land, And also to make to the said — Ann. L. Spruck a good warranty deed to the — North Half of Lot No three (3) in Block No twelve (12) purchased of H. O Merriman and to finish the House now being Erected on said lot Complete — Except plastering, according to the Contract with the Carpenters, Also to give the said George Spruck My note for Five Hundred Dollars payable in — Cash note due-bill or Book accounts as may best suit My Convenience.

To all of the above and the further performance of the Same, I do hereby bind myself my heirs and assigns, As Witness my hand & Seal this day. Said Crook obligating himself to pay all debts & demands against Said Concern Meaning the Copartnership Concern aforesaid

George. A. Crook

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Exhibit "B"

It is herein agreed that we George A Crook and Martha M Crook his wife and George Spruck and Ann L Spruck his wife, do abide by the decision of Daniel O'Keefe in relation to all suit litigation & differences whatsoever, that are now pending in Court between said parties, The said Crook & Spruck Each to make the Statements of their own Cases and not allow the Counsel for either parties to interfere in any

[illegible]

manner or form whatsoever, This decision to be a final one and terminate & close this Entire suit, This is fully agreed upon under a forfeiture of One Thousand Dollars to be paid by the party who shall fail to Comply & Submit to the decision made by said O'Kufe and it is further agreed that when this decision is made a receipt shall be made from Each party releasing Each other from all obligations that have been made by said parties previous to this date, All suits now pending between said parties to be dismissed and the said O'Kufe is to determine who is to pay the Cost

G. A Brooks (Seal)
Martha M Brooks (Seal)
George Spinck (Seal)
Ann L. Spinck (Seal)

Exhibit (A)

The said David Maxwell being duly sworn Says

Question 1 What is your name age and place of residence
Answer David Maxwell age fifty two residence Peoria Ill
Question 2 Were you at any time an Arbitrator in any matter of Controversy between George Spinck & Ann L Spinck and George A Brooks if so about what time & what was the nature of the Controversy between them
Answer I was ~~one~~ one of the Arbitrators in such a ~~Case~~ reference in Connection with Ed Dickinson & John C. Flanagan the 23d day of January 1851 we Commenced and Closed some time in the month of February. The ~~matter~~ nature of the Controversy between them as, to settle up accounts and the Conveyance of an 80 acre

tract of land in this County and one House & part of lot in the City of Peoria viz N E/4 of Lot No (3) in Block No (12) in the City of Peoria

Question 3 Do you Know whether there was, before you, an instrument in writing, given by George A. Crook to George Spurck —

158 bearing date on or about the 15th day of June 1848 if so State as near as you can the substance of said agreement, and your reason for Knowing what that agreement was, if you shall state you Know there was such agreement

Answer There was an agreement between Geo Spurck and George A. Crook the substance of which is that Contained in the Exhibit (B) hereunto attached to the deposition of Daniel O'Kufe, My Opportunity for Knowing the substance of that agreement is that I ~~Copied~~ Copied it into the award made by Dickenson Flanagan & Myself

Question 4 What would think the rent of the De Groff place to be worth per year

Answer That portion of it that is cleared I would think to be worth Two Dollars per Acre

Question 5 State whether you and the other Arbitrators in Connexion with you as mentioned in your Answer to the Second interrogatory made an award on the Appearance to you

Answer We did and returned the same to the Circuit Peoria County

David Maxwell

[illegible]

A. L. Merriman being duly sworn deposeth as follows

Question 1 What is your name age & place of residence

My name is Amos L. Merriman my age is thirty one and live in the City of Peoria

Question 2 Do you know who purchased lot No 3 in Block No 12 in the City of Peoria and from whom purchased and how paid for

Answer George A Crook & George Spurck was doing busines as partners under the name of Geo. A Crook & Co, the lot was bought from Halsey O. Merriman my brother in the name of George A. Crook, both Crook & Spurck negotiated for the lot and as my recollection is they gave their joint notes for the purchase Money which was Four Hundred & Fifty Dollars, The date of which purchase I do not recollect George Spurck paid on the purchase of said lot about the 8th of March 1848 Twenty Five Dollars and about the 8th of May 1848 said Spurck paid Two Hundred Dollars No more money was paid on said purchase, but subsequently to that the said H. O Merriman purchased from the said Crook the South-westerly half of said lot with the building Erected thereon and applied in part payment thereof the balance of said Four Hundred & Fifty Dollars.

Question 3 State whether Mrs Crook Ever paid any thing for the purchase of said lot or any one for her

Answer Mrs Crook never paid any of the purchase money nor any one for her nor was her name ever mentioned in the original purchase

Question 4 What is the annual value ~~rent~~ or rents of the N.E. ¼ of Lot No (3) in Block No (12) with the improvements thereon

Answer It is worth from One hundred & fifty to One hundred & twenty five dollars per year

Question 5 What did H. O. Merriman pay Geo. A. Brook for the S.W. fr. of Lot (3) in Block (12) in the City of Peoria

Answer The Consideration of said purchase including the balance remaining unpaid on said Original purchase was according to the best of my recollection Eleven Hundred Dollars.

Question 6 How long was Brook in possession of said W & fr of lot No (3) in Block No (12) Either by himself or by his Tenants

Answer I think the house was Completed in Spring of 1849 Brook himself occupied for some time how long I do not recollect after which M. Griswold occupied the House but as whose tenants I do not Know & H. I. Rugg occupied the House after Griswold

A. L. Merriman

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Ea Dickinson being duly Sworn deposeth & Says

Question 1 What is your name age and place of residence

Answer My name is Edward Dickinson My age is fifty four and my place of residence is Peoria

Question 2 Were you at any time an arbitrator in any matter of Controversy between Geo Spurck & Ann L. Spurck and Geo A Brook if So about when and what was the nature of the Controversy between them

Answer I was one of the Arbitrators in such a Reference in Connexion with David Maxwell & John Co. Flanagan, the 23d day of January 1851 we Commenced and Closed in some time in the month of February, the nature of the Controversy

[illegible]

between them was to settle up account and the conveyance of an 80 acre track of land in the County and one house and part of Lot in the City of Peoria viz N.E. ¼ of Lot No(3) and Block No (12) in the City of Peoria

Question 3 Do you know whether there was an instrument in writing before you given by George A. Crook to George Spurck bearing date on or about the 15th day of June 1848 if so state as near as you can the substance of said — agreement

Answer My recollection is that there was a paper shown to me the date of which I do not ~~recollect~~ recollect upon which paper our award was based, I think to the best of my recollection it was in substance an agreement to convey the De Groff land and ¼ of Lot 3 in Block 12 in the City of Peoria to Ann L. Spurck

Edward Dickinson

State of Illinois }
Peoria County } I. George B. Parker a Police Justice of the Peace within and for the City of Peoria and in said County & State do hereby Certify that the foregoing depositions of David O'Keefe David Maxwell Ann L. Merriman and Edward Dickinson were sworn to, by the said witness respectively and signed by them and that the said depositions were taken at the Office of Powell & Hopkins in the City of Peoria State of Illinois on the 18th day of September A.D. 1855, between the hours of nine O'clock in

the morning, and 5 O'Clock in the Evening of said day that the depositions of said Witness were reduced to writing, by me in their presence and that the interrogatories and answers thereto were reduced to writing in the order in which they were proposed

In Witness whereof I have hereunto set my hand & Seal this 18th day of September AD 1855

Geo. B. Packer Esq
Police Justice of the Peace

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George Spurck
Ann L. Spurck
Thomas S. Dobbins
vs
Geo. A. Crook
Martha M Crook
William Spurck
Hart P. Ancker

In the Circuit Court of
Tazewell County
Illinois

In Chancery

Take notice that on the 2d day of February AD. 1855 between the hours of 9 Am & 6 P.M. of that day at the office of E. H Powell in the City of Peoria County of Peoria and State of Illinois before Geo B Packer Esq or some other person duly authorized by law to take depositions the depositions of Thomas Hughes Daniel O'Keefe William Coleman Alexander De Groff Abraham Collins James McFadden Edward Dickinson David Massuck & John C Flanagan & Amos L. Merriman Residents of the said County will be taken to be read in Evidence on the trial of the above Entitled Cause on behalf of the said Complainants when & where you can

(12450-87)

Appear and Cross Examine said witness if you deem proper and if the said deposition shall not be Completed on the said day to Continue from day to day until the same is Completed

To
Simple & Sanger
Attorney for Respondent
Jany 22. 1855

E. N Powell
Attorney for Complainants

Received A copy of the within notice this 22d day of January A.D. 1855

Simple & Sanger

Deposition of Thomas Hughes David Okupe William Wiseman Ax De Groff Abraham Collins Jamy McFadden E. Dickinson David Maxwell John C. Flanagan Amos L. Wiseman of Peoria township in the County of Peoria Commenced to be taken at the Office of E. N Powell on the 2d day of February 1855 between the hours of 9 oClock in the morning & 6. oClock in the evening of said day pursuant to the Enclosed notice to be read in Evidence in a Cause now pending in the Circuit Court of Fayette County State of Illinois between Geo Spurck & Ann L. Spurck & Thomas J. Dobbins Complainants and Geo. A. Crook Martha M Crook William Spurck & Hart P Ancker defendants. The said Witness being be ore duly Sworn according to law to testify the truth the whole truth & nothing but the truth upon all Such interrogatories as may be Directed to be put by Either of the parties — litigants

David Maxwell being duly Sworn doth depose & say

Question 1 What is your name

Answer David Maxwell , I is agreed by Counsel that this Cause be now Continued from day to day until all the witnesses shall be Examined

. Fees for taking depositions $2.50

The taking of the Depositions in the above Cause having been adjourned from the 2d day of February 1855 to the 9th day of July 55 and now being opened for further Examination of Witness Alexander De Groff being duly Sworn doth depose as follows

Question 1st What is your name age & place of residence

Answer My name is Alexander De Groff my age is thirty ~~nine~~ and I reside in Peoria County

Question 2 Are you acquainted with the parties in the above Suit

Answer I am acquainted with Geo. A. Crooke I do not know whether I ever saw his wife or not. I am also acquainted with George Spurck, I have seen Spurck's wife once, I am not personally acquainted with any of the other parties in the above Suit

Question 3 State whether you at any time Sold to Geo Spurck & George A. Crooke a tract of land, and if so what tract of land ~~it~~, if you can describe it and if not State where it lies

Answer I have, I do not know the number of said Land but it lies about four miles west of the City of Peoria and lies South East of the old Simpson Farm in the County of Peoria and adjoins said farm

Question 4 Did you ever sell the said Spurck & Crooke any other piece of land

(1152-DB)

Answer — Never but the one Eighty acre track

Question 5 — How much did you sell the above Eighty acre track for and with whom did you make the bargain and from whom did you receive your pay

Answer — I sold it for Four Hundred Dollars I made the bargain for the sale of the land with George Spurck and the said George Spurck at or about the time paid me Sixty four Dollars and the balance I received out of the Store in goods from both Spurck & Crook at Sundry times

Question 6 — Do you recollect at this time to whom you deed the land

Answer — I. do not

Cross Examined

Question 1 — To whom did you make the deed

Answer — I cannot tell

Question 2 — How long ago since you made the Deed

Answer — Five or six years ago

Question 3 — Do you Know whether you ever made a deed to the Land or not

Answer — I Expect there was a deed made to one of them; but it has been so long that I do not now remember.

Question 4 — In whose name was the Store Carried on in

Answer — I do not Know but I Expect they were in partnership. the Sixty four dollar payment that I first got was in a Buggy

Alexander DeGroft

This Court is now adjourned by agreement of Parties until called to gether again Feby 23d 1855 Court opened Again

Thomas Hughes being duly Sworn doth depose and Say

Question 1 What is your name, age, & place of residence

Answer Name Thomas Hughes my age is Fifty Six I reside in Peoria

Question 2 Are you acquainted with the parties in this suit

Answer I am acquainted with all the parties both Complainants & defendant

Question 3 State if you know whether the said George Spurck & George A. Crook were partners in business in the City of Peoria and if so at what time and where did they do business and what are your means of knowledge on the subject

Answer I have lived with them and done business for them and always understood from them that they were partners, my knowledge first of their partnership was in the year 1847 and continued until some time in June 1848, they did business in the City of Peoria on Water Street, in the Grain business packing Pork & selling Dry Goods &c

Question 4 Did you at any time have a Conversation with George A. Crook the Defendant in reference to a settlement between him and the Plaintiff Geo Spurck if yes state when, where, and under what circumstances it took place, and what did the said Crook say on the subject

Answer I had a Conversation with Mr Geo Crook. I returned home from St Louis between the 20th & 25th of June 1848, and had a Conversation with Mr Crook upon the subject of the dissolution of the partnership between him & Mr Geo Spurck. I asked him if he had settled up in full in such a manner as to be satisfactory to both parties he said he had

Question 5 State whether the Conversation related to the partnership affairs only between them

[illegible]

Answer I understood Mr Crook to mean that the settlement related to all the business transactions Existing between them, Goods notes accounts Hands,

Question 6 State whether any thing was said in that Conversation to make it refer to partnership business only and to Exclude the private individual affairs, And if so what was said

Answer There was nothing said to Exclude private affairs but I understood him to mean Every thing of a business Character Existing between them was fully and Amicably settled

Question 7 Did you ever see any agreement Executed by George A. Crook and given to George Spurck at the time of the settlement & dissolution of partnership

Answer I. did

Question 8 State whether from the instrument set forth in the original bill in this Cause now shown to you is a true Copy or not

Answer I believe it to be the same

Question 9 Did you at any time hear a Conversation between George Spurck & George. A. Crooke in relation to the Conveyance of any property mentioned in said Agreement, And if so what property and what was the Conversation

Answer I did hear a Conversation between said parties, I went with Mr Spurck to see Mr Crooke, And he demanded of Crooke his deed for the part of the lot mentioned in the said agreement, referred to me in my answer in my 7th Question, Mr Crook told Mr Spurck to go up to Mr Merriman and get his deed that he had made arangement with Mr Merriman to let him have the same = We then went to Merrimans Office and demanded the deed and Merriman told

us, there was no due then for Wm Spurck and that Crook had made no such Arangements

Question 10 State whether you at any time before the dissolution of the firm of Crook & Spurck, had a Conversation with Geo. A. Crook respecting their business

Answer I did have a Conversation with Wm Crooks

Question 11 When was the Conversation and what was said by Wm Crooks

Answer I think it was in the Month of May 1848. I had frequent Conversation with Mr Crooks, at which time he told me they had Cleared Six Thousand Dollars, including, real Estate and all their partnership business

Thomas. Hughes

State of Illinois }
Peoria County } ss. I George B. Parker a Justice of the Peace within & for said County do hereby Certify that the foregoing depositions of Alexander De Groff and Thomas Hughes were duly taken by me at the time and place stated therein that previous to the Examination of said Witness they were duly sworn by me to testify the truth in relation to the matter in Controversy between the parties, so far as they might be interrogated thereto. That the interrogatories put by the parties and the answers thereto were reduced to writing by me in the presence of said Witness. That the said Witness Alex^r De Groff and Tho^s Hughes signed their names to their depositions in my presence. that the questions & Answers thereto were reduced to writing by me in the order propounded. In Witness whereof I have hereunto set my hand & Seal this 23^d day of February, 1855

Geo. B. Parker J. P

(1258-B)

And now afterwards to Wit: on the tenth day of October A.D. 1855 the following Exception to deposition was filed in the said Cause in the following words & figures to Wit:

Ann L. Spurck
& others
vs
George A Crook.
& others

In Chancery

Defendants Except to the deposition of Daniel O'Keefe. David Mastick Ann L. Newman & Edward Dickenson in this Cause for the following Reasons

1st Because no sufficient notice has been given of the taking of said depositions & defendants had no opportunity to Cross Examine them

2nd Because said depositions are improper and irrelevant

To the Deposition of O'Keefe

Because the whole object of his deposition is to impeach his own awards, which the law does not permit

State of Illinois
Tazewell County ss.

A H Purple being sworn says that he has had the entire management of this Cause since its Commencement for the defendants. That he never had any notice of the taking of the within depositions, neither has his Clients, as he is informed and believes, and neither of them ever knew that said depositions had been taken until yesterday Affiant states that at the time

notice was served on Mr Danger his former partner
he had retired from business on account of ill
health & expt to attempt occasionally to assist
in settling up some little business about home
with which he was intimate. That he had been
unfit to do business for several months previous
That he did not then pretend to remain in the
office to transact business, but only came in oc
=casionally & remained an hour or so in a day
or two, That he never notified affiant of the
service of said notice on him nor as he believes
any of the defendants
Affiant believes (if the testimony of the witness
is to be secured it is highly necessary that
Defendants should have an opportunity to Cross
Examine them, More particularly Okeefe and
Jenkins Saith Not

J. H. Temple

Subscribed and Sworn to before
me this 10th day of Octr 1855
John A. Jones Clk
by S.D. Prettibaugh D.C.

And now afterwards to wit at a Term of the Circuit
Court begun & held in the City of Pekin Tazewell —
County on the first Monday in October A.D. 1855
and on the tenth day of said October the following
order of the Court was Entered in the said Entitled
Cause in words & figures to wit:

George Spurck & others
vs
George A Crook & others

In Chancery

This day came the parties and on motion of the defendants it is ordered that said defendants have leave to Cross-Examine the Witnesses Daniel O'Keefe David Maxwell Edwd Dickinson & A. L. Merriman said Cross Examination to be made at said defendants Costs, at the same time the Complainants may re-Examine said Witnesses if they Choose to do so. That Complainants shall have ten days notice of the time & place of such Cross-Examination

It is further ordered that the Receiver appointed in this Cause loan all moneys received by him for rents &c at the best rate of interest he can obtain not less than 6 per cent taking ample security for the punctual payment of the money to the parties who under the final decree of the Court shall be entitled to receive the same said loan not to be for a longer time than the first day of the next term of this Court and Cause Continued at defendants Costs

And now afterwards to wit, on the Eighth day of May A.D. 1856 the Complainants filed their Bill of Exception in the said Cause in the words and figures to wit

George Spurck
Ann L Spurck &
Thomas S. Dobbin
George A. Crook
Martha M. Crook
William Spurck &
Hart P. Ancker

Circuit Court
Tazewell County
April Term

In Chancery

Be it remembered that on this day came on to be heard the motion of the said defendants heretofore filed in this Cause to suppress the deposition of Daniel O'Kufe taken on behalf of the said Complainants, which motion the Court after hearing aguments of Counsel sustain and suppressed the said deposition to which opinion of the Court in suppressing the said deposition the Complainants by their Counsel then and there Excepted and prayed that this their bill of Exceptions might be allowed which is accordingly done

D. Davis Esqr

May 9. 1856

And now afterwards to wit on the sixth day of October A.D. 1856 the following affidavits were filed in said Cause in words & figures to Wit:

State of Illinois Tazewell County

George Spurck, Ann L Spurck & Thomas S. Dobbin
George A. Crook
Martha M Crook
Hart P. Ancker &
William Spurck

In Tazewell Circuit Court

In Chancery

(1268-73)

This day personally appeare before me the under=signed Clerk of the Circuit Court of Peoria County George Spurck who being duly sworn deposes and say, that he is one of the Complain=ants in the above Entitled Cause. That when said Cause was Submitted to Danie O Kufe as arbitrator, Affiant left with said O Kufe an agree=ment given by said Geo A Crooke to this affiant dated Peoria June 15th 1848. which Agreement was in the word and figure following to Wit:

"Peoria 15th June 1848. I this day have agreed to give Ann L. Spurck a good & sufficient warantee deed to Eighty Acres of land known and discribed as the De Groff lands And also to make to the said Ann L. Spurck a good warantee deed to the west half of lot (3) Three in Block (12) Twelve purchased of H. O Merriman and to finish off the house now being Erected on said lot Complete Except the plastering according to the Contract with the Carpenter Also to give to the said George Spurck My note for Five Hundred Dollars payable in Cash notes due bills or Book account as may best suit his my Convenience. To all of the above and the faithful performance of the same I do Hereby bind Myself my heirs & assigns As Witness my hand & Seal this day, Said Crooke obligating himself to pay all debts dues & demands against said Concern Meaning the partnership Concern aforesaid Geo. A. Crooke Seal

William Merriman Witness

affiant further states that he never saw said agree-
= ment after the delivering the same into the hands
and possession of said O'Kufe and that he does
not know where the said agreement now is but
verily believes the same to be lost

affiant further states that the said Ann. L.
Spurck or the said Thomas. S. Dobbins never
saw said agreement after the same was placed
in the hands of said O'Kufe by affiant as
aforesaid and that they neither of them know
where said agreement now is

George Spurck

Subscribed & Sworn
to before me this 2d day
of October A.D. 1856 Witness my
hand and the seal of the Circuit
Court in and for the County of Peoria
in the State of Illinois at Peoria
the day and year aforesaid

Seal

James S. Bateman Clerk
of the Circuit Court in & for
the County of Peoria in the
State of Illinois

State of Illinois
Peoria County
George Spurck
Ann. L. Spurck
Thomas. S. Dobbins
vs
George A. Crook
Martha M Crook
Hart P. Amoke
William Spurck

In Tazewell
Circuit Court

In Chancery

This day personally appeared before me the under=signed Clerk of the Circuit Court of Peoria County Daniel O'Keefe. who being duly Sworn deposes and Says that he was the Arbitrator in the Said Cause to whom the matter in Controversy between the Said parties to the above Entitled Suit was Submitted That at the time the Said Cause was Submitted to him the Said George Spurck left with affiant an agreement Executed by Said George A. Brooks to Said George Spurck dated Peoria June 15th/48 which agreement before affiant made his Award was lost or taken from the possession of Affiant Affiant further states that he has made diligent Search for Said agreement in every place where it would likely be about his premises and Cannot find the Same and feels very Confident that the Said agreement is lost or destroyed or been taken by Some one without the Consent or Knowledge of Affiant and that he does not Know where Said agreement is

Daniel O'Keefe

Sworn to before me this second day of October A.D. 1856 Witness James S. Barkman Clerk of the Circuit Court in and for the County of Peoria in Said State of Illinois and the Seal of Said Court at Peoria the day and year aforesaid

Seal

James S. Barkman
Clerk

And now afterwards to wit on the same day month and year last aforesaid. the testimony of Hart S. Ancker taken in Open Court by agreement, and two receipts of Daniel O'Keefe were filed in said Cause in the following word, & figure, to wit

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Spurck
vs
Crook

Hart S. Ancker

During pendency of Cause before O'Keefe as arbitrator had Conversation with Crook— In my store I asked Crook, has not O'Keefe decided that Arbitration yet— He said no he has not— He said he has lost one of the ~~most~~ important papers or agreements — I dont recollect which he said— I asked him do you think it likely that he will find the paper again— No says he— He will never find it again— He said this in a sneering laughing manner— On same day he said— that house will be awarded to Mrs Crook, Says I dont be too sure of it because says I. Major O'Keefe is a man I place very little Confidence in— Says he. I have made it all right with O'Keefe. I have got it all fixed— That house will go to my wife— he cant make the award any other way— When— speaking of the loss of the paper— He says they have lost the important paper & have got nothing against me— I asked Mr Crook if that paper had been recorded— He says no Sir— it has not— they have got nothing to show against me

Cross-Examination

Dont recollect the year this Conversation— it was during the time of Arbitration

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I first told — what I have testified to — I believe to
Mr Dobbin about 8 or 10 days ago
(The Arbitration was in 1852 so papers show)
I had a quarrel with Crook 8 or 10 mos ago. I ordered him out
of my Store & then told Dobbin — I did not
intend to tell Dobbin or any one else — if Crook
had not have acted the Scoundrel with me —
I believed when Crook told me what I have
testified to — that he had stole the papers
I waited for four years until I had quarrelled
with Crook & then told of it — He had acted
like a Scoundrel — since I told of it — I
should not have told it — if I had not
quarrelled with him — Crook always tells
lies — He never tells the truth — State I
believe what he told me about loss of papers

Received of H S Ancker Ten Dollars out of
one months rent on account of G. A Crook, said
rent being on ofs of Arbitration between said
Crook & Spurck
Peoria June 26. 1852 Daniel O'Keefe

1

Received Peoria 26th July 1852 of Geo A Crook
Ten Dollars which is in full for his proportion
of my fee as arbitrator in the Case of Spurck
vs Crook
Daniel O'Keefe

2

And now afterwards to wit on the 28th day of February A.D. 1857 the following agreement was filed in said Cause in the following words & figures to wit

George Spurck
Ann L. Spurck
Thomas S. Dobbins
vs
George A Lovrook
Martha M Lovrook
William Spurck
Hart P. Ancker

In the Circuit Court of Fayette County Illinois

In Chancery

It is hereby agreed by the parties that this Cause shall be decided by the Hon David Davis to whom the same has been previously submitted while he was Judge of said Court, at any time in vacation & his decision may then be filed and either party may at any time within thirty days after of the filing of the decision Appeal to the Supreme Court of the State of Illinois upon filing a Bond with the Clerk of said Court in the penalty of $200.00 Conditioned as the law directs with Security to be approved by the Clerk of said Court Said Clerk shall give the parties immediate notice upon the filing of said decision

Feby 28. 1857

N. H. Purple
Defendants Solicitor
E. H Powell
Complainants Attorney

And now afterward, to wit: on the twentieth day of March A.D. 1858 the following Decree of the Court was filed on that day, and Entered as of the October Term of 1856 in the following word, and figure to wit:

George Spurck et al
vs
George A Crook et al

In Tazewell
Circuit Court
In Chancery

This Cause having been Submitted at the October Term 1856 on Bill & Supplemental and Amended Bill, Answer to Bill Supplemental and Amended Bill. Replication thereto, the depositions taken Except the deposition of Daniel O'Keefe which was Suppressed, and the testimony of Hart J. Ancker reduced to writing in open Court, and the Court after hearing the Arguments of Counsel took time to Consider, And now at this day the Court having sufficiently Considered the Cause

It is ordered & Decreed that the Bill be dismissed and it is further ordered by the Court that the Receiver heretofore appointed be discharged & that all moneys which he has received from the rents of the property in Peoria be paid to the Trustee of the said Martha M Crook and all moneys which he has received from the rents of the De Groff land be paid to the Complainants Dobbins — It is further ordered that the Receiver be allowed the Sum of
for his Services which is to be retained by him by him before he pays over the moneys as

above ordered
It is further ordered that the defendant recover of the Complainants their Cost & Charges by them about their defence Expended, and that they have Execution therefor

And now afterwards to wit on the 23d day of March A.D. 1858 an appeal Bond was filed in the said Cause in the following words & figures to wit:

Know all men by these presents that we Georg Spurck Ann L. Spurck Thomas S. Dobbins and William T. Hughs are held and firmly bound unto Geo. A. Brooks Martha M Brooks & Hart P. Ancker in the penal sum of Two Hundred — Dollars for the payment of which we bind ourselves jointly severally and firmly by these presents Witness our hands and seals this 22d day of March A.D. 1858

The Consideration of the foregoing obligation is such that whereas a Certain Cause lately pending in the Tazewell Circuit Court on the Chancery Side wherein said Spurck Spurck & Dobbins were Complainants and the said obligors were defendants the said Court did on the 19th day of March instant file a decree in said Cause dismissing said Bill from which decree the said parties Complainants have taken an appeal to the Supreme Court of the State of Illinois in manner provided by an agreement heretofore Existing between said parties

Now therefore if said Complainants shall

well and truly prosecute their said appeal or shall well and truly pay or cause to be paid all costs and damages upon the affir=
=mance of said Decree or upon dismissal of said Appeal then this Bond to be void else to be and remain in full force and effect

George Spurck (Seal)
Ann L. Spurck (Seal)
T. S. Dobbins (Seal)
William T. Hughes (Seal)

State of Illinois
Macoupin County } ss. I Merrill L. Young Clerk of the Circuit Court within and for said County. do Certify that the foregoing 180 pages contains a true perfect correct complete and exemplified copy of the Pleadings and Records of Proceedings in the cause therein named as the same appears of Record in my office.

In Witness Whereof I have hereunto set my hand and the Seal of said Court at Petersburg in said County this 20th day of April A.D. 1880

Merrill L. Young Clerk
Per Wm. Dow. Ware D. Clk