

No. **12208** *11/2*

Supreme Court of Illinois

McDonald

vs.

Armont

71641  7

Metropolis 23rd July 1845.

It is this day agreed between Richard McDonald of the City of Massac of the one part and Saml Armont of Paducah Ky of the other part

That R McDonald of Massac City Mo doth sell to the said Samuel Armont of Paducah the Half interest and estate belonging unto of a Certain Saw Mill now erected on the Massac tract of Land together with the land granted by the Massac Company on which to erect said Mill the other half interest belonging to A. M. House & or J. H. G. Wilcox and this being a full transfer of all the interest held by said R McDonald for the following

Consideration and in accordance with
the following Stipulation To wit
\$t Four hundred and Seventy five dollars
to be paid by a deed to be made to the said
R McDonald by the said S. Amount to
the following Lots in Metropolis City viz
No 232 in Block 165 No 295 & 296 in Block
28, & No 375 in Block 33 and the said Summed
Amount is to pay the Half of a Certain Currencies
Note for \$500 payable by R McDonald and
A W House to Daniel McCarty and also
Two hundred and twenty five dollars
to be paid to said R McDonald in
Venber in a reasonable time after this
agreement and to give said McDonald
a Claim which he the said S Amount
has on Lyman Miller for about twenty two
dollars and fifty Cents and to apportion
Nifty five dollars in Dutch Store and a Bill
at Samuels at Paducah for 16 dollars
and WBL Sugar now at Culleys in
Metropolis to be given to said McDonald
valued at 18 + 80 Cents and now handed
over on the above Contract to the said
McDonald by said Amount and Ten
dollars in Cash and the remainder
Nifty dollars & five dollars (\$55) in all
to be paid in goods or money in a
short time the whole to amount to and
be Certified & added to so as to make
precisely seven hundred dollars

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and to be taken of the last mentioned
Fifty Dollars In witness of our assent to
the above and foregoing Conditions and
Stipulations we both hereunto our names
hand and seals the day and year
above written

Marked filed
13th June 1846

Richard McDonald J.P.
Samuel Arment J.P.

Received of the within this day June
22nd 1846 of Samuel Arment Ten dollar Cash
and the BBL of Sugar within framed
valued at \$18 and 80 Cents in all \$28 80 per

Rich^d McDonald

I do not the within agreement the obligation
given by Richards to E. W. Samson for
Fifteen dollars and 48 Cents and also
Rec^d five dollars in Cash paid. McCarty
March 14 1846

Rec^d by the instrumentality of James Brown
from Samuel \$6.32 in Hand R
July 13th 1846

Richard McDonald

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Metropolis 29th May 1846

Mr Richard M W Ward

Take notice that

I will make no further payment upon the
Steam Mill Contract entered into between
you and my self on the 22nd Jan 1846
nor will I pay you for any of the articles of
property sold to me under said Contract
as appertaining to said Steam Mill until
you make good the damages sustained
by me in consequence of your fraudulently
representing to me before and at the time
of making said Contract that the boilers
engine and apparatus attached to said
Mill were sufficient for and ready for
use for running said Mill when you
well knew that said Boilers engine
and apparatus and especially said Boilers
were insufficient and not fit for using
to advantage you fraudulently concealing
their worthlessness from me which fraud
and deceit I did not discover till some
time after said Contract was made as
aforesaid the said Boilers being set in
the works so as to hide their defects from
observation or detection and which said
Boilers you fraudulently represented to be
good and sufficient for the purposes
for which they were intended and to which

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they were then applied To avoid diffi-
culties however I hereby offer to refer the
Matter and things pending of Said Contract
and frauds to Arbitration or otherwise to
settle the same according to Equity and
good Conscience

Marked
Filed 13th June 1846

John B. H. B. B. B.

Samuel Arment

Mr McDonald

I will return the Mill to you
you paying me for the expense and repairs
additions and Money invested in Said Mill
the amount to be ascertained by fair exhibits
&c If you will not accede to the above proposal
then I make you this further offer, I will select
one Man and you may select another and
the two in Case of disagreement shall select
a third and we will submit the question
of Fraud and damages to them as it has
grown out of the sale of Said Mill to me
by you and will enter in to Bond to abide
the determination of the referees and thus avoid
a law suit 1st June 1st 1846

Marked filed 13th June 1846 Samuel Arment

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Metropolis Massac Co Mss

Mr Samuel Amos
Sir

2 I received a
line at the hand of Mr Brown and in
answer to that I hereby give you notice and
forbid you ever using or running the mill
Blacksmith tools Carts or other apparatus that I
Sold you until full payment is made on the
delivery of the property and to meet me by
nine o'clock of tomorrow at the office of
Victor Peter Esqr and make the necessary
proffer of any damages that you have come by
were sustained or any fraud that I
Should have practised on you and to have
there and there the Balance of the eleven
Hundred dollars in gold and lawful
money of the United States forthcoming and
until such payment is well and truly made
to not use all any part thereof as you have
forfeited all right title and interest as
aforesaid on your part as this is the stand
Notice that I have given you Sir if you
fail to Comply I will take such a course
as will satisfy me probably that you cant
get another mans property; put him at
defiance nor neither do I regard your
threats or abuse you'd better look at
home when you speak of fraud

according to the best information I can
 arrive at you were not nor are able to pay
 for the Mill as you represented to me
 and you had better take the advice of some
 honest friend and either pay for the
 Mill or pay the damages and use of the
 same and give me the peaceable possession
 again

This 1st June 1846 Richard McDonald
 Made & filed 13th June 1846

A list of notes and Orders given Samuel
 Arment by Richard McDonald Junr

An Order to	for Cartw	250
Order given to J Miller for 2 Baskets wool		60
One order to J. G. Cully Cash		333
One order to James Brown for		\$ 432
Made & filed 13 th June 1846		\$ 1245

N
 Arments
 Bond

I know all men by these presents that I
 Samuel Arment of the County of Nassau
 and State of Virginia are held and firmly
 bound unto Richard McDonald ^{of the same County & State} in the peaceable
 Sum of One Thousand Dollars lawful
 Money of the United States for the payment
 of which well and truly to be made I bind
 myself my heirs executors or administrators
 jointly and severally firmly by these presents
 signed with my hand and sealed with my
 Seal and dated this 3rd day of June
 1846

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The Condition of the above obligation is Such that
whereas if the above bounded Samuel Amant
his heirs executors or administrators or his other
heirs and behalf do and shall well and truly
stand to and perform and abide by observe
fulfil and keep the award order arbitraments
and final determination of Minor Sargent
William A Read of the said County Arbitrators
indifferently named Chosen as well for and on
the part and behalf of the above named
Samuel Amant as the above named
Richard McDonald to arbitrate award
order adjudge and determine of and concerning
all and all manner of action and actions
Cause and Causes of action Suits Bills Bonds
Specialties Covenants Contracts promises Judgments
Executions accounts debts Quarels Controversies
damages trespasses and demands whatsoever
within Law and Equity or otherwise which
at any time or times heretofore have been
had made moved brought commenced
sued prosecuted committed done suffered
or depending and unsettled by or between the
said parties So that the said award be made
in writing under the hands and seals of said
arbitrators or any two of them and ready to be
delivered to the said parties in difference
or such of them as shall desire the same
on or before the 15th June Inst. And the said
Samuel Amant does desire that this

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his Submission be made a rule of the Circuit
Court in and for the County of Massac
and State of Illinois Then this obligation to
be void also to remain in full force and
Virtue or in the event of their disagreement
then to the decision of the third person they
said arbitrators may Call in as an umpire

Witness My Hand
Amos Amos

Marked, filed 13th June 1846

Know all Men by these presents that I
Richard McDonald of the County of Massac
and State of Illinois am held and firmly
bound unto Samuel Amos of the same
County and State in the penal sum of one
Thousand Dollars lawful money of
the United States for the payment of
which well and truly to be made I
bind myself my heirs executors or
administrators jointly and severally
firmly by these presents signed with
my hand and sealed with my seal
and dated this 3rd day of June
A D 1846

The Condition of the above
Obligation is Such that whereas the above
bound Richard McDonald his heirs executors
or administrators or his or their heirs and

behalf do and shall well and truly, stand
 to and abide by and perform observe
 fulfil and keep the above order arbitrament
 and final determination of Minor Yong
 and William H. Read of the said
 County and State indifferently named
 and chosen as well for and on the part
 and behalf of the above bound Richard
 McDonald as the above named Samuel
 Arnold to arbitrate award order adjudge
 and determine of and concerning all
 and all manner of action and actions
 Cause and Causes of action Suits & Bills
 Bonds Specialties Covenants Contracts
 promises Judgments Executions & Accounts
 & other quarrels Controversies damages
 Ines papes and demands whatsoever both
 in Law and Equity, or otherwise which at any
 time or times heretofore have been had, made
 moved brought Commenced or prosecuted
 Committed done Suffered or depending
 and unsettled, & or between the said parties
 so that the said award be made in writing
 under the hands and seals of said arbitrators
 or any two of them and ready to be delivered
 to said parties or such of them as shall
 desire the same on or before the 15th June
 Instant And the said Richard Mc
 Donald does desire that this his Submission
 be made a rule of the Circuit Court for

Said County then this obligation to
be void Else to remain in full force
and Virtue or in the event of their
disagreement then to the decision of the
third person they said Arbitrators may
Call in as an umpire

Richard McLeod Seal

Attest of
John J. H. Seal

Witness filed 13th June 1824

Submission) Whereas divers disputes and Controversies
have arisen and are now depending and
unsettled between Richard McLeod and
Samuel Arment both of the County of Proprietary
and State of Illinois, Now for the ending
and deciding thereof it is hereby mutually
agreed by and between the said Parties
that all matters in difference between
shall be referred and submitted to the
arbitrament and determination of Minor
Sang and William H. Reed also of
the same County and State or in the event
or in the event of their disagreement they shall
have the privilege of calling in an umpire
or third person the two said arbitrators
Chosen in manner and form aforesaid
so that the said Arbitrators do make and
Publish their award in writing under
their hands and seals ready to be

delivered to the said parties or such of them
as shall desire the same on or before the
15th of June Inst And it is further agreed
by and between the said parties that their
Submission to arbitration shall be made
a rule of the Circuit Court in and
for the County of Massac and State
of Illinois

In Testimony whereof the parties
to these presents have hereunto set their
hands and affixed their seals this
2nd day of June A.D. 1846

Just B. B. Weeks

Saml Amos
Richard McDonald

State of Illinois
Massac County

Personally appeared before
the undersigned pro parte Justice of the Peace
for said County Minor Yong and
William H. Meade and each of them
made oath in due form of law faithfully
and fairly to hear and examine the
Matters of difference between Richard
McDonald and Samuel Amos which
is submitted to their arbitrament and
final determination with privilege to
Call in an umpire and to make a
true award thereof Given under my
hand this 2nd June 1846 Samuel Peter J. P.

State of Illinois }
 Massac County } 3rd Feb

To all whom these
 presents shall come greeting

Know ye that whereas
 there are several accounts depending and claims
 Award Controversies have arisen between Samuel
 Arment of the County of Massac and State of
 Illinois and Richard McDonald of the same
 County and whereas for the putting an
 end to the said difficulties they the said
 Richard McDonald and Samuel Arment
 by their several bonds of equal date that is
 to say the second day of June last past have
 become reciprocally ^{bound} ^{to the} bound each other in the
 penal sum of one thousand dollars to stand
 by abide and keep the award order and
 final determination of Minor Sang and
 William McReady of said County of Massac
 and in case of their disagreement of a third
 person to be called in by them as umpire
 between the said Minor Sang and William
 McReady touching the premises so as the
 said award be made in writing under
 their hands and seals and ready to be
 delivered to the parties in difference on or
 before the 15th day of June, chance next
 ensuing the date of said Bonds as by
 the said Bonds and Conditions hereof
 will appear and whereas the said Sang and Ready

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arbitrators as aforesaid having pursuant to
the Said Arbitrament bound by Mutual
Consent elected and Called upon Daniel
Maddulman of the Said County of Nassau
as their umpire in Case of their disagreement
touching the Matter Submitted to them as
aforesaid and taking upon themselves the
burthen of Said Arbitration and first duly
sworn faithfully and fairly to hear and
examine the Matter of difference between the
Said parties and to make a true and
Just award thereon according to the best
of their Skill and understanding and
having fully examined and duly Considered
the proofs and obligations of both the Said
Parties who are duly notified of the time
place at which the Said award would be
made and the things Submitted to them
to be settled & finally they adjudget and
they the Said Minor Long and William
Mc Read being sworn to agree touching the
Matter in Controversy between the Said
Amont and McDonald know & therefore
that I the Said Daniel Maddulman
indifferently Chosen by the Said Minor Long
and William Mc Read as umpire as
aforesaid first duly sworn to decide
faithfully and impartially in the premises
and having heard and understood the
obligations and proofs of both the Said
parties and being desirous to set the Said

Parties at unity and good understanding
do by these presents Arbitrate render and decree
as follows first I do award that all actions
Suits grounds and Entrees whatsoever
had, moved, arisen and depending between
the said Parties in Law or Equity for any
manner of Cause whatever touching the
said promises to the day of the date hereof
shall Cease and be no further prosecuted
and each of the Parties shall pay and
bear his own Costs by them incurred
in and about this arbitration and award
Secondly, I do further award order and
decree that the Contract in relation to the Saw
Mill in the arbitration Bonds between the
said Arment and McManald referred to
and mentioned be Canceled and be
hereafter null and void to all intents and
purposes whatever and that the parties stand
as they were (with the exception herein after
mentioned) in the same situation as they were
before the said Contract was entered into and
that the liability of either party on the article
of agreement or said Bill (the agreement
or said Bill being the same instrument
referred to as Constituting the Contract of
Purchase of said Mill (as so mentioned)
shall hereafter Cease and determine from
the day and date hereof forever the said
Arment to be at Liberty to take away the

the Bates Mill ¹⁶Staves frame and apparatus
to the same belonging now put up and standing
in said Saw mill whenever he thinks proper
to do as also such articles of personal property
belonging to himself as are in and about said
Mill. Thirdly all Sums of Money paid
or Payments made by said Arnot to said
McDonald in account of said Mill shall
stand good to the said McDonald and
that all debts ^{due} due and unpaid to the
said McDonald by the said Arnot and
all orders accepted by said Arnot in
favor of said McDonald or for his
benefit in account of said Mill and partic
-ularly a certain Judgment recovered by one
Beasley before Esqr Pagitt for the Sum of
\$45 More over a garnish said Arnot as
debtor of said McDonald on a garnish
shall be paid taken up legitimated and
Cancelled by the said Richard McDonald
within Ten days from the date hereof the
said Arnot to have hold use occupy and
possess his own Lots and Real Estate
by him Contracted to be conveyed to the
said McDonald in Consideration of
his purchase of the use of said Saw Mill
free from all Claim or incumbrance on
the part of said McDonald Fourthly that
the said McDonald shall on or before the 13th
day of November next pay the said Arnot
the Sum of two hundred dollars

Dr. Lechmere

Samuel Mapelman Deal
Kempire

Articulators

And afterwards at a ¹⁸ Circuit Court began and held at Metropolis City on Wednesday the 13th of October 1846 in and for said County, the following order was entered as of record to wit.

October Term
1846

Samuel Amos Award of arbitrators, and
" Messrs to be made a
Richard McDonald rule of Court

This day Came the parties their attorneys
and on the filing of a Petition Writ of Award
and Notice, Samuel Arment by his Counsel
moved the Court to the Submission of the Parties
a rule of Court and for Judgment on same
which being by the Court sufficiently understood
It is Ordered and adjudged that the
Submission and award be made a
rule of Court and performed according
to award and this Cause is continued until
the next Term of this Court

Mr Richard M. Knable

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also the Sum of \$200. on the 13th day of December
in 1846 due me by you also the further Sum of
\$200. due me by you on the 13th day of May 1847
which said Judgments Sums of Money and debts
are due me under and by Virtue of an Award
made by Daniel Mufalman Unexpired Clerk
of William McRea and Marion Tong
Arbitrators between you and me on the 13th day
of May 1847; a copy of which award was
delivered to you and which you have in your
possession, You are further notified not to interfere
with or in any wise use wear or put into motion
the Steam Mill and Engine and apparatus to the
same belonging mentioned in said Award
unless you forthwith comply with said Award
as above demanded, and if you do not comply
with said Award on receipt of this Notice
you are also hereby notified that I shall at
the next Circuit Court to be holden in Metropolis
City for Mississippi on the second Monday of
October next or the first day of the term or as soon
as Counsel can be thereafter heard move said Court
for Judgment against you for the amount of the
Judgment Sums of Money and debts above mentioned
according to the Terms of said Award Witness
my hand this 28th July 1847

Samuel Arment

Marked filed Sept
11th 1847

Upon which appears the following endorsement
by the Sheriff.

Executed by delivering a copy to
Richard McDonald Serving so Dec 12th
Sept 16th 1847 J. J. Collier D. S.

Mr Richard McDonald

Sir

As You have had
a copy of the award made on the 13th day of June
A.D. 1846 by Daniel Mupulman, umpire
Chosen and agreed upon by Minor Sang and
William Mc Read of the County of Meade and
State of Illinois Arbitrators indifferently Chosen
by us to arbitrate and finally determine all
disputes and Controversies existing between us
prior to the second day of June past have
Submission to that effect in writing and our
several Bonds of Arbitration to each other
dated second day of June A.D. 1846 they, the
said Minor Sang and William Mc Read
being unable to agree touching the matters
therein Submitted to them and having thereupon
Called upon the said Daniel Mupulman who
was indifferently Chosen as umpire by the said
Minor Sang and William Mc Read & decide
between them in the premises & did thereupon
Make and Award of which you
have had a copy delivered to you as aforesaid
You are therefore hereby notified to appear on

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on the first day of the next Term of the Circuit
Court to be holden in and for the said County of
Massac at the Court House in Metropolis City on
the second Monday in the Month of October
next and show Cause if any you can why
Judgment should not then and there be entered
by the said Circuit Court against you on
the said award a guaranty to the tenor and effect
thereof

September 13th 1846

Samuel Arment

Warrant filed 18th Sept 1846

Upon which is the following
Indorsement by the Sheriff Court
"Served this
Notice on Richard McDonald & delivering
to him a true Copy of the within this 18th
day of September 1846

John W Head Sheriff M. & C.

In the Massac Circuit Court October Term A D 1846
Richard McDonald

vs
Samuel Arment
Motion to set aside Award
Samuel Arment Esqr
Respondent

Please to take notice that on the first day of the next
Circuit Court to be holden at Metropolis in and
for the County of Massac at the October Term thereof
or as soon thereafter as Counsel can be heard I shall
make a Motion to set aside the award of Daniel
Musselman umpire chosen by ~~the parties~~ Minor Lang and William
H. Head arbitrators chosen to settle the existing difference &c.

4: between the said Plaintiff and Defendant
Richard McDonald
by L. G. Arment
his Attorney.

Upon which is the following endorsement of the
Sheriff's Office
Served the within on Samuel
Arnold & delivering to him a true copy of the
within on the 21st day of August 1847
Service so Ret 12/2
b 21

John W. Head shff
Marked filed
21st August 1847
John B. Hietz clk

The Supreme Judicial Court October Term 1847

Richard McDonald vs
at Motion to set
Samuel Arnold & aside an Arnold
State of Mind &
County of Middlesex

Richard McDonald
defendant in the above entitled Cause being
duly sworn deposes and says that the said
Award made by Hannibal Mussalman
Umpire Chosen by John W. Head and Minor
Jury arbitrators selected by the said Mc
Donald and the said Arnold is wrong
and fraudulent in that it is entirely
against the evidence given before the
arbitrators and Umpire Chosen as
appears that the said Mussalman was

reduced to make the award against him
 & great personal dislike as he believes —
 Second that the said award is erroneous in
 that the requisitions of the said award are
 of such a nature that they cannot be complied
 with by either the said McDonald or said award
 that it was impossible for anyone to comply therewith
 Thirdly that the said Samuel Amant has not
 complied with the requisitions of said award
 in his part nor will he nor can he do so
 Fourthly that in the opinion of his Counsel it is
 illegal, erroneous and void which he being
 believes that all the proceedings were
 unaccountable, contradictory and unjust.
 Fifth

That the said Arbitrators and umpire
 held session or Court for several days in the said
 Minor Sings Greeny in the absence and
 without the knowledge of this deponent and
 that they would not allow him to make any
 statements in reference to his Case by way of
 Comment on the testimony as he was informed
 and believes, Sixth. That the said Arbitrators would
 not allow this deponent to examine his own or cross examine
 in the said plaintiffs witnesses, for all of which Causes
 he asks the award in this Case to be set aside and as in
 duty bound will ever pray

Sworn to and subscribed. Richard McDonald
 before us this 11th day of October 1847
 Marked. Attest J. Keitch Clerk
 The 12th Oct 1847 Attest J. Keitch Clerk

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In the Mapae Circuit Court October Term 1847
Richard McDonald vs
as Motion to set aside
Judgment "Award"

State of Illinois vs
County of Madison vs
Richard McDonald

the above named defendant being duly
Sworn says that for further Cause why the
Said Award should be set aside
declares Submission to an Arbitration in a
way as to enable this deponent to understand
the same as he now recollects Second
that the Arbitrators have made an Award
upon which a Judgment Cannot be made
or rendered first requiring the payment of
Money and Secondly and Corporal
acts as this deponent believes Third that
there was no Order of Court made for trying
this Cause to pieces Fourth that the oath
administered to the arbitrators was not in
accordance with the requirements of the
Statute as this deponent believes
Fifth That the Said Award illegally orders
a written Contract under Seal to be executed
as this deponent believes, All of which last
Mentioned Causes are respectfully submitted
Current and Subscribed by
before me this 11th day of October 1847 John B. Lewis, Clerk

Richard McDonald

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Washed filed 11th October 1844

J. H. Wicks Clk.

Samuel Arnault } Motion to set aside
Richard McDonald } Award

This Affiant Samuel Arnault being duly sworn according to Law Maketh oath that at the last fall Term of the Superior Court Richard McDonald the defendant in the above Cause in his own proper person and also by Timothy Barlow his Attorney came into said Court and entered their appearance therein, That this affair at said Court moved for Judgment and the award filed in the above styled Cause which said Motion McDonald and his said Attorney resisted because one of the Sums of Money in the said Award mentioned was not then due but agreed that the said Award should be made a rule of Court And this Affiant most positively states that the said McDonald was in Court when his said Attorney not only agreed but insisted upon it that the said Award should be made a rule of Court and the said McDonald never raised the first objection to making said Award a rule of Court at that time but by his said Attorney and proper person consented to the Order of the Court as the same appears in the Judges Minute being made that said Award was made

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fairly in good faith and without any fraud
whenever on the part of ^{either} this Affiant or the Arbitrators
or on the part of Daniel McLaughlin the umpire
Chosen by the said Arbitrators in their being unable
to agree as in said Award Stated but the Statement
of said McDonald as far as the Charge of fraud
and inefficiency of ^{and Counsel}
and obduracy fall and all the object said McDonald
has in raising objections to this Affiant's Motion for
Judgment is to delay matters as much as possible
and harass this Affiant at Law which the said
McDonald since this Award was made a rule of
Court boasted he would do and that he would keep
this Affiant from obtaining the fruits of his said Award
by Chicameeney and various Conduct and further
this Affiant faith not Samuel Arment
Subscribed and Sworn to before

Gave this 12 day of October 1847
Marked Filed 12th Oct 1847 John B. Hick Ck

And Afterwards (to wit) on the 8th day of October
1847 at a Circuit begun and held in Westchester
City County of Nassau and State of New York
the following order in said Cause was entered as of
Records

Samuel Arment 3
vs
Richard McDonald 3

This day Came the parties by their Attorneys
and the defendant by his Counsel moved
the Court to set aside the Award of the Arbitrators

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herein which said Motion of the Court was overruled
And ordered that the same be continued &c

And Afterwards to wit on the 12th day of May
1848 at a Circuit Court begun and held
at Metropolis City County & State aforesaid the
following order also was entered as of Record
To wit

Samuel Arment Arbitrator
Richard McDonald to be made
 a rule of Court

This day Came the parties by their Attorneys and
the Defendant by his Counsel entered his Motion
to set aside the Award of the Arbitrators herein
&c

Samuel Arment Motion for Judgment
Richard McDonald must be allowed
 May Term of the
 Supreme Circuit -
 Court April 1848

This Affiant Menoo Long being lawfully
sworn according to Law Maketh oath and
saith that he was one of the Arbitrators Chosen
by Samuel Arment and Richard McDonald
the plaintiff and Defendant in the above styled

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Cause to decide upon and adjust the differences then
existing between them and that to the best of his knowledge
and belief the Affidant's Filed by the said Richard
McDonald in the above styled Cause as far as
the Statements therein made by him in reference
to the Conduct of the said Arbitrators and their
motives reason time and place of hearing the
Matters Submitted to them and holding their
Sessions as well as the Statements made by him with
reference to the examination and Cross examination
of the witnesses and the propriety and justice of
the Award are substantially false and untrue
in every particular and further this Affiant
saith not

Sworn to and Subscribed Minor Yong
before me this 20th day of
May 1848
Witnessed Filed Mr. Black & Co
15th May 1848

Samuel Amos
vs
Richard McDonald

Motion for
Judgment on Verdict
May Term of the
Massachusetts Court
1848

This Affiant Daniel Massabian being
first duly sworn according to Law Sworn to
and saith that he was the umpire chosen
by Minor Yong and William H. Read
in Case of their disagreement as Arbitrators
and this Affiant further saith that to

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to be of his Knowledge and belief the Statements
made by Richard McDonald in an affidavit by
him filed in the above styled Cause in reference
to the said Daniel Mapulman being acted
from motives of personal dislike and prejudice
against the said Richard McDonald are
substantially untrue and false and further
this affidavit I do not
subscribe and swear Daniel Mapulman
to before me this 15th

d 9 of May 1848

John B. Black, Clerk Marked Filed 15th May, 1848

John B. Black, Clerk

State of Illinois of the County of Massac
Massac County Ill Circuit Court A.D. 1848

The said ^{Personal Appearance} Affidavit being first duly sworn
According to Law I do hereby certify that the Affidavit of
Richard McDonald defendant on a certain
Motion made by said Affidavit for Judgment
on the award of Daniel Mapulman Chosen
by Minor Jones and William, S. Black
is untrue and erroneous in the following
particulars, First in stating that the said
Award is wrong fraudulent against the
evidence and was made by the said Daniel
Mapulman through Prejudice and dislike
Secondly, In stating that the Award is of such
a nature that it cannot be complied with

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Thirdly, In stating that this affidavit has not complied
with the said Award, or his part nor can comply with
the same in any particular so the said Mc
Donald having got possession of the Steam Mill
under said Award and still holds it, Fourthly,
In stating that the said Award is illegal, erroneous
and void and that the proceedings in
this case were unaccountable, Contradictory
and unjust. Fifthly, In stating that the
said Arbitrators and umpire held session or
Court for several days in the said Minor
Village of Groen in the absence and without the
knowledge of the said Richard McDonald
and that they would not allow him to make
any statements in reference to his Case Groen of
Criminal on the testimony, nor examine the
witnesses, Sixthly In stating that the said
Arbitrators would not allow the said Richard
McDonald to examine his own or cross examine
the said Plaintiffs Witnesses for all of which
Causes he saith that the affidavit of the said
defendant is false and untrue to all intents
and purposes to the best of his knowledge and
belief, and further this affidavit saith not
true to and subscribed before

Me this 12th day of Aug 1848
John B. Leitch

Filed 12th to Aug 1848

John B. Leitch

James A. Smith

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Samuel C. Arnold
vs
Richard McDonald

Plff
Admission and award
of Arbitrators to be
made as per report
Defendant

And now on this day
comes the parties by their Attornies And it appearing
to the satisfaction of the Court that at the October
Term 1846 of this Court Judgment was Rendered
in this Cause to make the Submission and Award
of the Arbitrators a Rule of Court, And which
said Judgment was so Rendered Upon the filing
of Arbitration Bond and Award With notice &c.
And the Defendant having at this term of the Court
Made his motion on Affidavit to set aside the
award of the Arbitrators herein Whereupon the
Plaintiff introduces and Reads Cauter Affidavits
touching the Statements in said Defendants Affidavits
whereupon the motion of the Defendant to set aside
the award herein was by the Court overruled
Therefore it is considered by the Court that the Plaintiff
Recover against the Defendant the sum of \$445.
which is the aggregate of the several sums of money
in said award mentioned. And that the said Defendant
do and perform the award of the said Arbitrators
herein - ~~And which~~ And which said award is in the words
and figures following to wit

State of Illinois
Massac County ss.

To all whom these presents shall come greeting
 Know ye that whereas there are several
 accounts depending and diverse controversies have
 arisen between Samuel Arnout of the County of
 Massac and State of Illinois and Richard McDonald
 of the said County, And whereas for the putting and
end to the said difficulties they the said Richard
 McDonald and Samuel Arnout by their
 several bonds of equal date that is to say the
 second day of June last past have reciprocally
 become bound each to the other in the penal
 sum of one thousand dollars to stand by abide
 and keep the award, order and final determination
 of Minor Long and William H. Read of said County
 of Massac And in case of their disagreement of
 a third person to be called in by them as umpire
 between the said Minor Long and William H. Read
 touching the premises So as the said award be
 made in Writing under their hands and seals
 and ready to be delivered to the parties in difference
 on or by the 15th day of June; thence repeating
 the date of said bonds as by the said bonds
 and Conditions hereof will appear and
 whereas the said Long and Read Arbitrators as
 aforesaid having pursuant to the said Arbitrament
 become by mutual Consent Elected and Called upon

Daniel Musselman of the said county of Massac
 as their umpire in case of their disagreement
 touching their matters submitted to them as aforesaid
 And taking upon themselves the burthen of said
 Arbitration, And first duly sworn faithfully and
 fairly to hear and examine the matters of difference
 between the said parties and to make a just and
 true award thereon according to the best of their
 Skill And Understanding and having fully examined
 and duly Considered the proofs and allegations of both the
 said parties who were duly notified of the time &
 place at which the said Award would be made
 and the things submitted to them to be settled finally
 thereby adjudged And they the said Minor Long
 and William A Read being unable to agree
 touching the matters in controversy between the
 said Arnout and McDonald. Know ye therefore
 that I the said Daniel Musselman indifferently
 Chosen by the said Minor Long and William A Read as
 Umpire as aforesaid first duly sworn to decide
 faithfully and impartially in the premises and
 having heard and understood the allegations and
 proofs of both the said parties and being desirous
 to set the said parties at unity and good
 understanding do by these presents Arbitrate
 Render and Decree as follows (first I do
 award that all actions, suits, quarrels and

Controversies whatsoever had moved arisen and depending between the said parties in law or Equity for any manner of Cause whatever touching the said premises to the day of the date hereof shall cease and be no further prosecuted and each of the parties shall pay or bear his own Costs by them incurred in and about this arbitration and award.

(Secondly) I do further award order and Decree, that the Contract in Relation to the Saw Mill in the arbitration bonds between the said Arnout and McDonald referred to and mentioned be cancelled and be hereafter null and void to all intent and purposes whatever and that the parties stand as they were (with the ~~exception~~ exception hereinafter mentioned) in the same situation they were before the contract was entered into and that the liability of either party on the article of Agreement or Sale Bill, the Agreement or Sale Bill being the same instrument referred to as Constituting the Contract of purchase of said Mill (above mentioned) shall hereafter cease and determine from the day and date hereof forever, the said Arnout to be at liberty to take away the Boiler Mill Stones frame and Apparratus to the same belonging, now put up and standing in said Saw Mill whenever he thinks proper so to do.

as also such articles of personal property belonging to himself as are in and about said Mill.

Thirdly all sums of money paid or payments made by said Arnout to the said McDonalds on account of said Mill shall stand good to the said McDonalds and that all debts still due and unpaid to the said McDonalds by the said Arnout and all orders accepted by said Arnout in favour of said McDonalds or for his benefit on account of said Mill and particularly a certain Judgment Recovered by one Peasley before Esqr Padgett for the sum of \$45 more or less against said Arnout as debtor of said McDonalds on a Garnishee shall be paid taken up liquidated and cancelled by the said Richard McDonalds within ten days from the date hereof the said Arnout to have use occupy and possess his Town Lots and Real Estate by him Contracted to be conveyed to the said McDonalds in consideration of his purchase of the $\frac{1}{2}$ of said Saw Mill from all claim or incumbrance on the part of said McDonalds.

Fourthly. That the said McDonalds shall on or before the 15th day of November next pay the said Arnout the sum of Two Hundred

Dollars and on or before the 13th day of May
 next the further sum of Two Hundred dollars
 making in all the sum of Four Hundred dollars
 for his damages sustained in the premises & work
 & labour done on sd mill "he the said McDonald
 to give the said Arnout good and sufficient
 security for the payment of said damages
 as well as the sum of money, debts orders and
 judgments according to the requisition of the third
 specification of this award and in the event of
 said McDonald's failing to do so said Arnout to have
 a lien upon said Saw Mill and Engine until
 he comply with this award and lastly the parties
 that is to say the said Arnout on the payment or
 securing by the said McDonald of the said
 sum of \$400. damages as above mentioned
 as well as the other sum of money orders
 debts and judgment. 3rdly above specified and
 to execute to each other general Releases which
 shall take effect upon the last day of June instant
 In Testimony whereof I have herunto set my
 hand and affixed my seal this 13th ^{th June} 1846

Minor Long } Arbitrator } Daniel Musselman Seal
 Jm H Read } } umpire

And afterwards to wit a circuit Court began and held at the Court House in Metropolis City on the 12th day of October 1848 for Massae County.

In pursuance of law. The Hon William A. Denning Presiding. — On Wednesday the last day of the term of said Court. the following order was Regularly entered as of Record among the Judicial proceedings of said Court.

viz

Samuel Arnot.	} Award of Arbitrators v. } Motion to Amend Judgment } Rendered May term 1848.
Richard McDonald	

This day Richard S. Nelson Attorney for the plaintiff in this suit moved the Court that the Judgment in this cause be amended so as to correspond with the award of Arbitrators chosen and selected herein, which said motion was by the Court sustained. Therefore it is considered by the Court that the Judgment heretofore Rendered to wit at the May term A.D. 1848 be so amended and changed as to correspond with said award that is to say instead of \$445. Judgment aforesaid be so amended as to Read for \$400 only which was the order and Judgment of said Court. at the last term but entered by the clerk for \$445.

State of Illinois
Massac County Ct.

I John B. Sticks Clerk of the
Circuit Court for the County aforesaid do hereby
certify that the thirty seven preceding pages contain
a true and perfect exemplification and copy
of the Judgment and proceedings had in the
Cause of Samuel Strout against Richard
McDonald, and which was Referred to the
Arbitrament of Minor Long and William H.
Read. (Daniel C. Hustelman Umpire) decided
in the Circuit Court of Massac County May
term 1848. And order to Amend the Judgment
at the October term of said Court 1848.
So as to correspond with the award of the
said Arbitrators.

Witness my hand and
as said Clerk of said Court
And the Judicial Seal thereof
this 27th March 1850.

John B. Sticks Clerk
1850

Copy of Proceedings
and
Verdict
Arnaud & McDonald

Fee \$7.20

Filed 21st day of May
A. D. 1834

J. L. Preston Clk
Sup. Court

Proven

STATE OF ILLINOIS, } ss.
SUPREME COURT. }

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Sheriff of *Massac* County, *Greeting*

Because in the record and proceedings, and also in the rendition of the judgment, of a plea which was in the Circuit Court of *Massac* County, before the judge thereof, between *Samuel Arnout, Plaintiff* and *Richard McDonald*

defendant, it is said that manifest error hath intervened to the injury of said *defendant*

as we are informed by *his* complaint, the record and proceedings of which said judgment, we have caused to be brought into our Supreme Court of the State of Illinois, at Mt. Vernon, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said *Samuel Arnout*

that *he* be and appear before the Justices of our said Supreme Court, on the first day of the next term of said Court, to be holden at Mount Vernon, in said State, on the Second Monday in November next, to hear the records and proceedings aforesaid, and the errors assigned, if *he* shall think fit; and further to do and receive what the said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said *Samuel Arnout* notice, together with this writ.

Witness, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Mount Vernon, this *30th* day *December* in the year of our Lord, one thousand eight hundred and fifty- *one*

Frederic D. Ruston Clerk of Supreme Court.

As I am Commanded I Served by reading the
intrinsic to Samuel Arnold, on the 7th of Feb 1852.

Service

\$ 3.00
Retained \$ 4.00

W. P. Bruner Sheriff Mono Co. Cal.

Supreme Court

Richard McDonald

Plaintiff in error

Samuel Arnold

Case No. 12208 1/2

File No. 238

Year. 1850

3011

In the Supreme Court November Term 1852

Richard M. Donald
Plaintiff in error
vs.

Samuel Snout de-
pendant in error

Motion to set aside an
award -
Error to Motion

And the said Plaintiff in
error by C. G. Simons his attorney, comes
and assigns the following Causes of error
That the Court should have set aside the award for
First That the award made by the Umpire exceeded
the submission by the parties, and that he had
no jurisdiction of the things and matters awarded.

Second That in said award there is no mutuality
of benefits - it being for the interest of Snout alone.

Third That the said arbitrators and umpire conducted
the transactions submitted to them improperly un-
fairly, and therefore the Court erred in ^{not} setting it
aside.

Fourth That the Court erred in not setting aside
award for the reason that Arbitrators and umpire
were improperly sworn

Fifth That the said award is not signed by the
Arbitrators as well as Umpire, and Umpire was im-
properly selected, and no copy of award sent on M^c Donald before making same

Sixth That the said umpire determined the case
prior to the fifteenth day of June A.D. 1846

Seventh That the said award is of a nature impossible
to be complied with by the parties

Eighth That the said Circuit Court erred in not set-
ting aside said award

Eighth That the said Circuit Court erred in not setting aside the said award for the causes above stated.

Ninth That the said Court erred in making said award a rule of Court, and also erred in rendering final judgment for \$4,450.00 or for \$400, dollars.

Tenth That the Court erred in suffering counter affidavits to be filed by Arnaud and others and in not ordering question of fact to be tried by a jury.

Eleventh That the Court erred in permitting counter affidavits to be filed by Arnaud and others at the May Term 1848 of the Massachusetts Circuit Court without notice to the defendant Mr. Donald.

Twelfth That the Court erred in ordering judgment to be amended on the ex parte application of Plaintiff (Arnaud) at May Term 1848 without notice to the defendant Mr. Donald.

13th That said award is void for uncertainty.

Wherefore for the errors aforesaid and others apparent on the face of the record, the Plaintiff in error prays the judgment of the said Circuit Court may be reversed &c.

C. G. Simmons

Atty for Plff in error

Amicus in error

Under said petition error

In Supreme Court
Richard M. Donahue
Plff in error

vs
Samuel Arnaud
Def. in error

Assignment of errors

C. H. Sigmond

12208

Filed the 10th day
of November

F. D. Huston

clk

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