

14326

No. \_\_\_\_\_

# Supreme Court of Illinois


Lester

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vs.

Stevens et al

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71641  7

MISSOURI,

SUPREME COURT,

Third Grand Division.

14326

No. 105.

294

*Lester*  
*vs*

*Stevans*

1862

*Stevans*

1  
State of Illinois @ In Cycle Circuit Court  
Cycle County

At a term of said Circuit Court  
begun and holden in and for the County  
aforesaid at the Court House in Oregon on  
the first Monday of November A.D. 1860  
there & there being present the Hon John  
V. Easton Judge of the 22<sup>nd</sup> Judicial  
Circuit of the State of Illinois

Fredrick G. Petrie Sheriff  
Robert C. Burchell State Atty  
Mortimer M. Smith Clerk

Be it remembered that after words to wit on  
the 20<sup>th</sup> day of February A.D. 1861 a bill of  
Complaint was filed in said Court on  
the Chancery side thereof to wit in  
Edward H. Lakin & Henry A. Mit were  
Complainants and Herriek & Stearns  
Jacob P. Williams and Myron S. Paine  
were Defendants. Which said bill of Complaint  
now remaining on the file of said Court is  
in the words and figures following to wit

25 State of Illinois ) Circuit Court of said  
Ogle County ) County March term 1861

Edward K. Lester  
Henry A. Mit.

vs  
Bernick Steven  
Jacob P. Millard  
Myron S. Lorse

To the honorable John V  
Eustace presiding judge of the twenty second  
judicial Circuit of said State and as such is  
presiding judge of the above Court

Humibly Complaining your Ora-  
tors Edward K. Lester and Henry A. Mit of  
the County and State aforesaid - Shows unto  
your Honor that heretofore - to wit in the  
year 1855 your Orator Lester was seized in  
fee of the west half of section thirty one (31)  
and the west half of the south East quarter  
of said section all in Township forty two  
(42) north and range two E East of 6 P.M  
containing in all an area of four hundred  
acres

And your Orator Lester then being

3 Much pressed for money and being desirous  
to negotiate a loan of money applied  
to one Fessell Woodard then a broker in  
Chicago in Saich State, who said he had  
no money to loan on long time but referred  
your Orator to one Horrick Stevens then and  
now of the City of Chicago and there upon  
your Orator's letter entered into negotiations  
with said Stevens for a loan of money  
which your Orator well hoped to <sup>be able to</sup> obtain at  
the legal rate of ten percent and being  
in great need and pecuniarily much pres-  
sed and desiring the immediate use of  
the money and said Stevens demanding  
an exorbitant rate of interest and after  
much treaty said Stevens corruptly and  
usuriously agreed with your Orator's letter  
to loan him a sum of money at the usury  
and ~~usurious~~ rate of twenty per cent  
per annum ten per cent of the same to be  
paid in advance and the remaining ten per  
cent to be paid semi-annually in advance  
and that your Orator's letter was further to  
pay the traveling expenses of an agent of  
said Stevens to come from Chicago to <sup>in</sup> Saich  
County for the purpose of examining  
the said <sup>property</sup> ~~property~~ herein before set forth  
and the title to the same under which time  
said letter was to receive from the Saich

Herrick Stevens the sum of two thousand  
dollars and further that in order to con-  
summate and carry out the aforesaid Cor-  
rupt and usurious agreement the said  
Stevens delivered to his agent Ed W Newcomb  
the sum of eighteen hundred and ninety  
dollars with instructions to repair to said  
Ogle County and if all was right that is  
if the title to the aforesaid premises was good  
to deliver the same to your Orator less the ex-  
penses of said Newcomb and out into Chicago  
and your Orator was and <sup>on</sup> or about said  
day being on or about the 2<sup>nd</sup> day of No-  
vember 1855 made and deliver to said Herrick  
Stevens his promissory note of that date  
for the sum of twenty two hundred dollars  
\$22.00 payable in one year with ten per cent  
interest - at the banking house E. S. Tinkham  
Chicago which note was drawn with the  
intent of carrying out the aforesaid corrupt  
and usurious contract and was predicated  
in the preparation the \$22.00 was loaned  
to which was added \$200 two hundred dollars  
pay ten per cent interest on the \$2.00 for  
one year and from that amount \$2.00  
was taken \$110 one hundred and ten dollars  
being the semi-annually interest in advance  
4 on the said \$22.00 note and further to serve

3 such pressed for money and being desirous  
to negotiate a loan of money applied  
to one Russell Woodard then a broker in  
the town of ...

5 The payment of said note and interest  
it was agreed that a trust deed should  
be given by said Deator to said Jacob  
T. Hollings as trustee on the west half  
of section thirty one (31) and the west half  
of the South East-quarter of said section  
all in Township forty two (42) north and  
range two (2) East of S. T. M. containing  
four hundred ~~xxx~~ acres of good arable  
land which is of the real value of twenty  
dollars per acre And that your Orator  
Deator died on or about the said Secined day  
of November 1855 and do acknowledge &  
delivered to said Stevens a trust deed of  
the tenor and purport aforesaid which  
was on the same day filed in the recorder  
office of Cople County for record and recorded  
in Book C of mortgages a transcript and  
copy of said trust deed as taken from the  
records is hereto ~~attached~~ <sup>annexed</sup> and marked A  
which your Orator prays may be made  
a part of this his original bill and in  
due time that the same may be <sup>read</sup> in  
evidence in said cause

And your Orator further shews  
that on the final delivery of said trust  
deed in Cople County to said Newcomb  
your orator received from said Newcomb

The aforesaid sum of \$1890 less the expenses  
of said account which was about \$1500  
leaving the amount actually received  
by your Creator \$1895 = but your Creator  
& later claims no advantage of the said  
amount of fifteen dollars the <sup>real</sup> <sup>the</sup> <sup>best</sup>  
advantage was derived from <sup>the</sup> <sup>same</sup> as he had  
a perfect transcript and abstract of  
the title to the aforesaid premises but your  
Creator avers and charges that in addition to  
the enormous ~~rate~~ <sup>rate</sup> of interest that they claimed  
to take that in truth and in fact that actually  
took and extorted from your Creator a rate  
of upwards of twenty eight per cent for the  
amount your Creator actually received  
from Levi's Stearns instead of the rate of  
twenty per cent per annum as agreed.

Your Creator further <sup>humbly</sup> complain-  
ing shows your honor that he has paid  
over to said Stearns on said note the  
following sums of money to-wit on 2<sup>nd</sup> day of  
May 1856 the sum of one hundred and ten  
dollars \$110 On or about the 2<sup>nd</sup> day of Nov-  
ember 1856 the sum of three hundred and  
thirty dollars \$330 On or about the 2<sup>nd</sup>  
day of May 1857 the sum of one hundred  
and ten dollars 110 On or about the 2<sup>nd</sup>  
day of November 1857 the sum of three

7 hundred and thirty dollars \$330  
 And your Orator father Complaining  
 Shows your Honor that on or about the 2<sup>nd</sup>  
 day of November 1858 your Orator being  
 in the City of Chicago and being unable to  
 pay said note of \$2200 and said Stevens  
 manifesting a desire to have the same  
 adjusted and therefore it was agreed  
 by your Orator and said Stevens that they  
 would compute the amount then due on  
 said note of \$2200 - and said Stevens  
 would loan your Orator an additional  
 amount which together with the addi-  
 tional interest of ten per cent added as  
 aforesaid and the six months interest in  
 advance at the rate also of ten per cent  
 per annum and said Newcomb's Commissions  
 would amount to the sum of three thousand  
 dollars and therefore the said Stevens  
 computed the amount as follows

The original note	\$2200.
Six months interest paid & unpaid at ten per cent interest (upto 27 <sup>th</sup> Nov 58)	\$ 1.10
Interest on the \$110, since due at 20% from 2 <sup>nd</sup> May 1858 to 2 <sup>nd</sup> Nov 1858	11.
Money rec'd from Stevens's life	
Newcomb's Commissions of 31%	250.
To the above amount was added ten per cent for one half of the 20 per cent future interest amounting on the above sum	\$ 170

On the above sum \$257,00  
 To this add 6 months interest  
 to be paid in advance  
 To the foregoing amount of  
 Add Newcomb's Commission  
 \$144,00  
 29 69 00  
 27 89 00  
 \$3,000,00

And you have the component parts  
 and parcels of this firmable note of  
 three thousand dollars

And your Auditor  
 shows your Senior as a Debitance and  
 deduction from the foregoing statement  
 that for the loan and for bearing of the  
 sum of \$1890 for the period of three years  
 the said Stearns receives in cash from your  
 Auditor the sum of eight hundred and eighty  
 dollars and at the end of said period  
 with the additional loan of two hundred  
 and eighty one dollars he finds himself  
 indebted to the said Stearns in the sum  
 of three thousand dollars exhibiting a  
 rate of interest most destructive and  
 ruinous to your Auditor and being at a  
 rate of interest of over thirty odd per  
 cent per annum

And your Auditor further  
 shows that on the day last aforesaid  
 to wit on the 2<sup>nd</sup> day of November 1808 in  
 order more fully to consummate the last men-  
 tioned and corrupt contract and to procure the

9 Extension of the first mentioned note for one year  
Your Creator made and executed the said note of  
three thousand dollars last above mentioned due  
and payable in one year with interest at ten  
per cent which note so made was created and  
consisted of the items above mentioned and was a  
transaction entirely between your Creator and Lewis  
Steuers and your Creator signed said note sup-  
posing that the same was payable to Lewis Steuers  
and did not know the contrary until long after  
the same had been signed by your Creator that the  
same was in truth and in fact payable to one  
Jacob P. Williams and your Creator avers and cher-  
ishes that Lewis Williams has not nor never did  
have any interest in said note but the same was made  
payable to Lewis Williams by Lewis Steuers with the  
wicked intent of wronging and injuring your Creator  
and to prevent his interposing any legal defence to said  
note. And your Creator further charges that if in fact  
he had any interest in the same he was chargeable  
with and had direct and positive knowledge  
of the ~~unlawful~~ and unlawful character of  
the transaction. And your Creator further shows that  
in the said 2<sup>nd</sup> day of November 1858 your Creator  
at the instance and request of Lewis Steuers made  
and executed a promissory note and delivered to Lewis  
Steuers another trust deed of the premises ~~mentioned~~  
of the aforesaid trust deed and given to secure the

Payment of the said note of three thousand dollars  
but which instead of being executed to said Willard as  
the former one was - was executed to one Myron  
S. Pierce of Chicago for the use and benefit of said  
Jacob P. Willard, and was upon the same premises  
to-wit - The west half - and the west half of the  
South East quarter of section thirty one (31) in  
Township forty two (42) North and range two (2)  
East of the 3<sup>d</sup> T.M. in which said trust deed was  
a power of sole authority said Pierce in case of  
default in the payment of said note or any part  
thereof according to the tenor and effect hereof  
that on the application of the legal holders of  
said note it should be lawful for said Pierce to  
proceed and advertise said premises in a news  
paper published in the city of Chicago thirty  
days before the day of sale and to sell the same  
at public auction at the Court house door in  
the city of Chicago to the highest bidder for cash  
which said trust deed was duly filed and rec-  
orded in the recorder office of Cook County Illinois  
on the 23<sup>rd</sup> day of November 1858 (A copy of which  
is herewith annexed and marked B.

And your Creator father humbly Complaining  
shows your honor that your Creator died on or about  
the 2<sup>nd</sup> day of May A.D. 1859 paying <sup>to</sup> said Lewis  
or his said agent - said G. W. Newcomb - the sum  
of one hundred and fifty dollars and further  
that after wards on or about the fourth day of Nov-

11 November 1869 Your Orator paid said Stearns or his agent Newcomb the further sum of four hundred and fifty dollars to apply on said note of three thousand dollars.

And Your Orator avers and charges that he has paid the said Stearns and his said agents the sum of four teen hundred and eighty dollars to apply in liquidation of the aforesaid original loan of eighteen hundred and ninety dollars exhibiting a balance of four hundred and ten dollars due on the original loan and to which would be - to be added the additional sum of two hundred and fifty dollars advanced on or about the 3<sup>rd</sup> of November 1868 which would exhibit a balance of six hundred and sixty dollars which Your Orator avers to be the only legal amount now due <sup>to</sup> said Stearns

And Your Orators further Complaining shows your Honor that in or about the first day of February A.D. 1860 the said Peter Soler and conveyed to his CoComplement Mit the aforesaid premises in the last mentioned trust deed set forth by either with or without real property in said conveyance containing whereby said Mit becomes interested therein

And Your Orators further Complaining shows your Honor that said Stearns threatens to sell and dispose of said premises claiming

That there is still due and payable to him  
a large sum of money amounting to some  
thirty five hundred dollars on the last men-  
tioned note of three thousand dollars and to  
pay and liquidate which he threatens to  
proceed and sell said premises

And your Creator avers and charges that  
the money originally loaned to your Creator and  
all the charges subsequently made and the  
additional loan of two hundred and fifty  
dollars were all the money and funds of said  
Stevens and none other and that all the nomi-  
nal ~~charges~~ charges in the notes and trust deed  
were made and designed simply to avoid  
the defense of usury.

And your Creator further  
shows that said Stevens combining and confeder-  
ating with said Williams and Pierce and others  
at present to your Creators unknown to you  
and injure your Creators in the premises and  
whose names when discovered your Creators pray  
may be made defendants herein with a pt  
and proper bonds to charge them in the  
premises threatens to proceed and sell said  
premises under and by virtue of said trust  
deed and to pay and liquidate the aforesaid  
debt unless full and corrupt note and  
interest all of which acting and doing and  
is the manifest injury and prejudice of your

Under the direction of the Honorable Court as to  
the amount due the said Stevens on the aforesaid  
loan all of which when returned your Graces  
over and declare their willingness to pay  
and that in final hearing said judgment  
may be declared perpetual and that  
such other or further relief may be awarded  
to your Graces as the equity of the  
Case may demand

H. H. Mit Sol-

Edward K. Lester  
Henry A. Mit.

State of Illinois  
Ogle County ss

Edward K. Lester the above Com-  
plainant first being duly sworn upon his  
oath deposes and says ~~that~~ he has heard the  
foregoing bill read and knows the contents  
and meaning thereof and that he knows the  
same to be true so far as the same is stated  
to be within his own knowledge and the matters  
and things stated to be upon information  
and belief he believes to be true

Edward K. Lester

State of Illinois  
Ogle County ss

Subscribed and  
sworn to before me this  
20<sup>th</sup> day of February A.D. 1868

J. P. Lester  
Clerk

Edwards Lester } Whereas Edwards Lester of  
 To } party of the first part of the  
 Jacob P. Milliers } town of Mansur in the county  
 of Cyle in the State of Illinois has executed a  
 certain promissory note of even date herewith  
 payable to Merrick Stevens or order and due  
 and payable in one year after <sup>the</sup> date hereof  
 for the sum of two thousand two hundred  
 dollars with interest at the rate of ten percent  
 per annum payable semi-annually at the  
 banking house of E. S. Tinkburn, De Chicago  
 now therefore the said Edwards Lester party  
 of the first part to secure the payment of  
 said note according to its tenor and effect  
 in consideration of one dollar and the further  
 sum of two thousand two hundred dollars =  
 \$2,200; the receipt whereof is confessed doth of rent  
 bargain sell and convey unto Jacob P. Milliers  
 of the city of Chicago of the county of Cook  
 in the State of Illinois his heirs and  
 assigns ~~for~~ <sup>for</sup> the premises described as  
 the north west quarter of section thirty  
 one the south west quarter the south west  
 quarter of section thirty one and the west  
 half of the south east quarter of section  
 thirty one in town forty two <sup>14 E</sup> north range  
 two <sup>2</sup> east of the third Tm. situated in the  
 county of cyle and State of Illinois =

Together with all and singular the privileges  
and appertinances thereunto belonging in  
trust nevertheless that in case default be made  
in the payment of said note principal ~~and~~  
interest <sup>or any part</sup> thereof according to the tenor and  
effect of said note then on the application of  
the legal holder of said note the said Jacob  
T. Millinch after publishing a notice in a new-  
spaper printed in the city of Chicago of some  
thirty days before the day of such sale to  
sell the said premises and all right  
and equity of redemption of the said  
Edward Lester party of the first part his  
heirs and assigns therein at public auction  
at the Court house door in ~~the~~ said city of  
Chicago to the highest bidder for Cash at  
the time mentioned in such notice and  
to make execute and deliver to the purchaser  
<sup>or purchasers</sup> thereof a deed or deeds for the premises so  
sold and out of the proceeds of such sale  
to pay all costs or expenses incurred in ad-  
vertising and selling said premises also  
the principal and interest due on said  
note

And the said Edward Lester party of  
the first part for himself his heirs <sup>and</sup> assigns  
and administrators covenants with the said  
Jacob T. Millinch his heirs <sup>and</sup> assigns and  
administrators that he is well seized of

Edwards, K. Lexter

No 20100

To

Filed Nov 22<sup>d</sup> 1858  
Book 4 D m  
Page 239

Whereas Edward K. Lexter party of the first part of the first part of the Town of Muncie in the County of Ayle State of Illinois has executed a certain promissory note of even date herewith payable to Jacob T. Williams or order and due and payable in one year after date hereof for the principal <sup>sum</sup> of Three thousand dollars \$3,000 with interest at the rate of ten per cent per annum payable semi annually at the office of Esq. W. Newcomb & Co in Chicago Now therefore the said Edward K. Lexter party of the first part to secure the payment of said note according to its tenor and affect in consideration of one dollar and the further sum of Three thousand \$3,000 dollars the receipt whereof is confessed doth grant bargain sell and convey unto Myra S. Pierce of the City of Chicago of the County of Cook in the State of Illinois his assigns forever the premises described as following to-wit the West half of section thirty one (31) and the West half of the South East quarter of section thirty one (31) all in Township number forty two (42) north range two East of the third T. M. Situated in the County of Ayle

Edwards - B.

State of Illinois } In the Ogle Circuit Court  
Ogle County, S.S. } In vacation, after Juny terms  
A.D. 1861.

In Chancery } To the Hon. William W. Heaton,  
Presiding Judge of the 3<sup>rd</sup> Judicial Circuit of the State of Illinois and as such Judge of the Circuit Court in and for the County of Ogle aforesaid

Combs Complainers sheweth unto your Honor your Orators Edward H. Lester and Henry A. Met of the County of Ogle and State of Illinois

That your Orators did on the 20<sup>th</sup> day of February A.D. 1861 exhibit their original bill of Complaint in this Honorable Court against Harriet Stevens Jacob D. Williard and Myron S. Pease in which your Orators set forth a certain Insurance Contract made by your Orator Lester with the defendant Stevens the making of a judgment note and trust deed to secure the loan of money received at the time or times as set forth in said original bill at the Corrupt and Usurious rate of interest as fully detailed and set forth in said bill and which also sets forth

22 Fully and large the manner in which the  
said defendants Williams & Pearce became  
interested in the subject matter of said bill  
of Complaint and in said original bill your  
Orators prayed that the said defendant  
there to their agents and attorneys might be  
enjoined and restrained from proceeding to  
sell the premises mentioned in said bill  
trust deed mentioned in said bill. Or from  
attempting to sell the same at private or public  
sale until the further order of this Court And  
also prayed the Peoples writs for that purpose  
of injunction and of summons. And also that  
an account might be taken of the amount  
due on the note last mentioned in said bill.

And as said original bill so filed as aforesaid  
by your Orators is of great length and a most  
minute recitation of the matters and things  
therein alleged. Would render this your  
Orators Supplemental bill of unnecessary  
length your Orators therefore ask that the  
said original bill may be taken as part  
of this Supplemental bill and the contents  
thereof reference thereto being here will  
fully and at large appear #

And your Orators further humbly com-  
plaining show your Honor that they have  
discovered since the filing of their said

# Of the filing of said original bill the defendants there to actual notice

# to wit the male of three thousand dollars

Original bill therein that the lands men-  
tioned in the said trust deed (to-wit the  
trust deed dated the 2<sup>nd</sup> day of November  
A. D. 1806 given to secure the last note men-  
tioned in said original bill and which  
was given to secure the said money loaned  
at said usurious rate have been sold by the  
said Myron S. Pearce the trustee there in unde-  
r and by virtue of the powers contained in said  
trust deed that said sale took place on the  
4<sup>th</sup> day <sup>of</sup> February A. D. 1861 being before  
the date of the filing of said original bill  
but the existence of said fact has come to  
the knowledge of your orators since said  
filing

And your orators further show  
that the said sale of the lands mentioned  
in <sup>said</sup> trust deed to-wit the West half of section  
thirty one (31) and the West half of the south  
east quarter of section thirty one (31) Town-  
ship forty two (42) north range two (2) East  
of the 3<sup>rd</sup> P. M. was made on the day and  
year after said after having given notice  
as required by said trust deed and on the  
day of sale to-wit on the fourth day of  
February A. D. 1861 the said Myron S. Pearce  
executed acknowledged and delivered to  
said Stevens a deed of said lands being  
the bill at said sale and hereinafter

24 Bid for said four hundred acres the sum of  
 two thousand dollars ~~XXXXXX~~  
~~XXXXXX~~ leaving a balance of one thousand  
 dollars of the principal mentioned in said  
 note together with the accrued interest then  
 paid #

And your Orators further humbly  
 Complaining show your Honor that the said  
 three thousand dollar note to secure which  
 said trust deed was given was a judgment  
 note so called. And your Orators verily  
 believe that the amount so bid for said  
 land at said sale was endorsed upon  
 said three thousand dollar note leaving  
 a balance unpaid as aforesaid

And your Orators further humbly Com-  
 plain in show your Honor that after the  
 making of the said three thousand dollar  
 note the said defendant Jacob P. Milliers  
 endorsed said note to the said defendant  
 Stevens who in fact was the owner of said  
 note at the time of the making thereof and  
 had the same then in his possession  
 then and until the <sup>rendition of</sup> ~~return of~~ said judg-  
 ment <sup>although the same was made</sup> payable to said Milliers who after  
 the said endorsement caused a judgment  
 to be entered upon the same. That is upon  
 the balance unpaid after said sale

The said defendant Stevens was the owner of said land at the time of the making of said note and the same was made payable to said Milliers who after the said endorsement caused a judgment to be entered upon the same. That is upon the balance unpaid after said sale.

Which judgment was rendered at the  
June term A.D. 1861 of the Cook County Circuit  
Court for the sum of fourteen hundred and  
fifty dollars and ninety three cents in  
favor of the said Stevens and against your  
Orator Lester together with the further  
sum of four <sup>50</sup>/<sub>100</sub> dollars which were judg-  
ged to the said Stevens for his costs in  
that behalf expended. #

And your orator's father humbly  
complaining show your Honor that after  
the rendition of said judgment on said  
note in said Circuit Court as aforesaid -  
the said Stevens caused an execution to be  
issued upon said judgment dated the  
Seventeenth (17<sup>th</sup>) day of June A.D. 1861 -  
which was directed to the Sheriff of  
Cogle County and commanded the said  
Sheriff of said Cogle County that of the  
lands and tenements owned & chattels  
of your orator Lester he cause to be made  
the amounts aforesaid and that said  
execution is now in the hands of John A  
Roughs Sheriff of said Cogle County who  
now threatens to levy and sell the property  
of your orator Lester to satisfy the amount  
therein named.

Yours Obedt

# Which said judgment was obtained in the Cook County Circuit Court at Lewis June term -  
7 to null and void as in this. That the said note was made by the said Stevens and was obtained  
Was a purely executory one and not assignable

26 And your orators further show that at the time  
of the purchase of said lands by the said Harris  
Stevens at said trustee's sale the said Myron  
L. Pearce as trustee made and executed and  
delivered to the said Stevens a deed of the  
said lands which said deed was dated the fourth  
(x) day of February A. D. 1861 and was on  
that day acknowledged according to law  
and was afterwards on the 22<sup>nd</sup> day of May  
A. D. 1861 filed for record in recorder's office  
of Ayle County aforesaid and recorded in  
Book 2<sup>nd</sup> at Page 516 and came in to said  
Stevens the lands mentioned in said trust  
deed. A copy of said trustee's deed is hereto  
attached and marked - A and made a  
part of this your orators bill of complaint  
and the said Stevens claiming the title  
in fee to said premises under and by virtue  
of said trustee's deed now threatens to  
bring an action of ejectment against your  
orator Linton who is now in possession  
of said lands and eject him therefrom.

And your orators further show that  
the said Stevens was the real party in  
interest in truth and in fact in said  
three thousand dollars note and in the  
trust deed given to secure the same although  
the said note was made payable to the

Said Willard as the said usurious & unlawful Contract mentioned and detailed in your Orators original bill was in fact made by your Orator Lester and the said Stevens.

And your Orator, aver and charge that if the said Stevens acquired any title under and by virtue of said Trustee's deed the same was acquired with full complete and perfect notice of the usurious unlawful and wicked consideration for which said note was given and is subject to any and all equities which your Orators had therein prior to said Sale and before the rendition of said judgment.

And your Orators further shew your Honor that unless this Honorable Court interpose a large amount of valuable land will be sacrificed for a mere nominal sum and the property of your Orator Lester seized upon and sold to pay and satisfy a wicked and unlawful and usurious Contract without allowing your Orators to interpose there against the defences to the said note to secure which said Trust deed was given and the said Defendant Stevens will be enabled to extort said Corrupt usurious & wicked rate of

27

28 Interest - Contrary to the form of the statute  
in such case made and provided without any  
redress on the part of your orators

all which  
actings and doings are contrary to equity  
and good conscience & tend to the manifest  
wrong injury & oppression of your orators  
and in as much as they are remediless  
at and by the strict rules of the common law  
and can only obtain relief in a Court of  
Chancery where matters of this nature are  
properly cognizable and relievable.  
To this end therefore they ask the aid of  
this Honorable Court and pray that the  
said John A. Dwyer may be made a party  
defendant to said original bill and  
that upon the payment to the said Stearns  
of the amount which this Court may find  
is legally due and owing the said  
Stearns on the said three thousand dollars  
note which your orators are ready and  
willing to pay that their said trustees deed  
may be declared null and void as well also  
the said judgment in said Cook County  
Circuit Court after said and the said Stearns  
be required to quit claim said land to  
your orator and also to satisfy  
and discharge said judgment and  
your orators pray that the said John

John A. Hughes Sheriff as aforesaid may  
be required and restrained from proceeding  
any further in the collection of the said exec-  
ution - aforesaid and that the said Herrick  
Stevens may also be enjoined and restrained  
from proceeding in the collection of the said  
judgment in the said Circuit Court of  
said Cook County Illinois & be also en-  
joined from instituting any proceedings  
of any nature or kind to obtain the poss-  
ession of the said lands mentioned in said  
Trustee's deed until the further order of this  
Court and that said injunction may be  
directed to the said Stevens his Solicitors  
Attorneys and agents

May it please your  
Honor to grant to your orator's not only the  
people's writ of injunction issuing out of  
under the seal of this Honorable Court to be  
directed to the said John A. Hughes and  
Herrick Stevens commanding enjoining  
and restraining as aforesaid but also the  
people's writ of Subpoena to be directed to the  
said John A. Hughes commanding him to  
personally be and appear before this Hon-  
orable Court at the next term thereof <sup>and</sup> there and  
there to answer all and singular the pre-  
mise's without oath his answer on oath  
being hereby expressly waived and to stand  
for the same during the term next ensuing

To perform and abide such order and decree as to your Honor shall seem meet. And for such action or further relief as the nature of the case may require.

And your orations will ever

Edward H. Lester  
Henry A. Witt  
Complainants

prays

G. P. Jacobs  
Sol<sup>r</sup> of Counsel  
for Complainants

And that the other defendant also be required to answer  
# the Supplemental bill without, with answer or with being answered  
and that they stand to perform & abide the order and decree of the Court

State of Illinois  
Ogle County, S.S.

Edward H. Lester one of the  
Complainants in the foregoing Supplemental  
bill first being duly sworn doth depose  
and say that he has heard the foregoing  
bill read and knows the contents thereof and  
that the same is true of his own knowledge  
except as to those matters stated in information  
and belief and as to those he believes it to be  
true

Edward H. Lester,

Subscribed and sworn to  
before me this 29<sup>th</sup> day of  
August A. D. 1861

Geo. P. Jacobs  
Notary Public

Ogle County,  
Illinois

a

This indentured made this fourth day of February in the year of our Lord one thousand eight hundred & sixty one (1861) Between My own S. Pease of the City of Chicago of the County of Cook and State of Illinois party of the first part and Herrick Stevens of the same place party of the second part -

Witnesseth that Whinnia Edmund K. Lester of the Town of Mendon in the County of Ayle and State of Illinois did by a certain deed of trust dated the second day of November in the year of our Lord one thousand eight hundred and fifty eight (1858) which deed is recorded in the records office of Ayle County in the State of Illinois in Book 8 of mortgages at Page two hundred & thirty nine (239) convey to the said party of the first part - all the premises herein after described to secure the payment of a certain promissory note made by the said Edmund K. Lester, in said deed - particularly mentioned and upon certain trusts in said deed particularly set forth And whereas default hath been made in the payment of the said promissory note and application hath been made to me by the legal holder thereof and the said premises were by the said party of the first part duly advertised for public sale at the door of the Court House in the City of Chicago

Coak County and State of Illinois on the fourth  
 day of February in the year of our Lord  
 One thousand eight hundred and sixty one  
 (1861) in the Chicago Journal a daily news  
 Paper of General Circulation published in  
 said City of Chicago which notice was  
 first published in said news Paper  
 twenty ninth day of December in the year  
 of our Lord one thousand eight hundred  
 and sixty (1860) and daily for thirty days  
 and more thereafter which notice is as  
 follows to-wit

*Trustee Sale*

Whereas Edward K. Lester, died on the second  
 day of November in the year of our Lord one  
 thousand eight hundred & fifty eight  
 and deliver to me the undersigned My son  
 S. Perce as trustee a deed of trust of the prem-  
 isis herein after described to secure the  
 payment of a certain promissory note  
 made by the <sup>Son of</sup> Edward K. Lester and  
 particularly described in said deed of  
 trust which deed of trust was filed for  
 record in the records office of Cople  
 County and State of Illinois on the twenty  
 second day of November A. D. 1858 and duly  
 recorded in Book of Mortgages at page  
 two hundred & thirty nine (239) Now there-  
 fore

Default having been made in the payment  
of the said promissory note mentioned in  
said deed of trust and application having  
been made to me by the legal holder thereof  
public notice is hereby given that in per-  
formance of the provisions of said trust-deed  
and by virtue of the power and authority  
granted to me in and by said trust-deed  
and for the uses and purposes therein ex-  
press. I shall on Monday, the fourth day of  
February in the year of our Lord one thousand  
Eight hundred & sixty one (1861) At the hour  
of ten o'clock in the forenoon of that day  
at the door of the Court House in the City  
of Chicago Cook County and State of  
Illinois sell at public auction to the  
highest bidder for cash the premises  
described as follows to-wit: The West  
half of section thirty one (31) and the West  
half of the South East quarter of section  
thirty-one all in Township <sup>North</sup> Twenty two  
North range Two (2) East of the third 3<sup>d</sup> P.M.  
Situated in the County of Cook and State of  
Illinois and all right and equity of  
redemption of the said Edmund K. Koller  
his heirs & assigns therein

33 Chicago Dec 28<sup>th</sup> 1860

Myron S. Peew  
Trustee

in the manner described in and by said deed  
 of trust and were upon the day and year  
 and at the place last mentioned aforesaid  
 in pursuance of said notice sold at public  
 sale and at said sale the said party of  
 the second was the highest and best bidder  
 therefore and bid for the tract herein after  
 named the sum of two thousand dollars  
 Now therefore these presents witness  
 that the said party of the first part in pursuance  
 of the power and authority in him  
 vested in and by said deed of trust and  
 in consideration of the sum of one dollar  
 and also the further sum of two thousand  
 dollars to the said party of the first part  
 paid by the said party of the second  
 part the receipt whereof is hereby acknow-  
 nounced and both and each hereby convey  
 remise release and quit-claims to the said  
 party of the second part his heirs and  
 assigns forever all the right title and  
 interest and equity of redemption as  
 well in law as in equity which the said  
 party of the first part hath acquired  
 by virtue of the trust deed above men-  
 tioned of and to all those certain tract  
 pieces or parcels of land situated in  
 the County of Pyle and State of Illinois &

Described as follows to wit The west half of  
Section thirty one (31) and the West half of the  
South East quarter of Section thirty one (31)  
all in Township Forty two (42) Range two  
(2) East of the third T. & P.M.

To gether with all and singular the tenements  
here detiments and appurtenances  
thereto belonging or in any wise appertaining  
and the reversions remainders rents issues  
and profits thereof and also all the estate  
right title interest claim & demands what  
soever as well in law as in equity of the  
said party of the first part of in and to  
the same and any and every part thereof  
with the appurtenances which the said  
party of the first part acquired by virtue  
of said trust deed to have and to hold  
the aforesaid right title & interest of the  
said party of the first part unto the said  
~~and~~ said party of the second part his  
heirs and assigns forever as fully &  
absolutely as the said party of the first  
part can by virtue of the power and author-  
ity in him by said trust deed vested convey  
thosome. In Witness whereof the party of the  
first part his heres unto set his hands and  
Seal the day and year first above  
written

36 State of Illinois }  
County of Cook } SS  
City of Chicago }

I, Albert C. Cortel a Notary  
and Public in and for the <sup>Said</sup> City of Chicago  
County of Cook and State of Illinois after  
said do hereby certify that Myrren S  
Pearce who is personally known to me to  
be the person whose name is subscribed  
to the within deed as trustee as having  
executed the same appeared before me  
this day in person and acknowledged  
that he signed sealed and delivered  
the said instrument of writing as his  
free and voluntary act for the uses  
and purposes there in set forth

Given under my hand and  
seal this fourth day of February in  
the year of our Lord one thousand and eight  
hundred and sixty one 1861

Seal

Albert C. Cortel,  
Notary Public

On the back of said supplemental bill  
appears an inclosure which is in the  
words and figures following to-wit

State of Illinois  
Ogle County S.S.

To J. G. Petrie Esq Clerk  
Circuit Court of said County. In

On filing  
of this bill in your office let an injunction  
issue against defendant Stevens as pray-  
ed so far as prayed for the purpose of  
restraining him from proceeding to obtain  
possession of the land in said bill men-  
tioned. The injunction to restrain proceedings  
on the judgment of execution thereon pray-  
ed for is refused.

Joseph Lewis  
Master in Chancery  
Ogle County Ill.

Also on the back of said supplemental bill  
is the following endorsement to-wit—

Filed September 3<sup>d</sup> 1861

J. G. Petrie  
Clerk—

And afterwards to-wit on the 3<sup>d</sup> day of  
September 1861 an affidavit was filed in  
this cause which is in the words and figures  
following to-wit—

38 State of Illinois } In Cycle Circuit Court -  
Cycle County, S.S. } In Vacation after June term  
A.D. 1861

Edward K. Lester  
Henry A. Mott  
vs

Herrick Stevens, Jacob  
P. Willard, & Myron L  
Pierce vs John A. Hughes } In Chancery

Edward K. Lester being  
duly sworn deposes & says that he is informed  
& believes that the said Herrick Stevens and  
Jacob P. Willard do not reside within the State  
of Illinois.

Edward K. Lester,  
Subscribed & Sworn to  
before me this 2<sup>nd</sup> day  
of August A.D. 1861

Geo P. Jacobs  
Notary Public

On the back of said affidavit appears an  
endorsement in the words and figures following  
to-wit-

Filed September 3<sup>rd</sup> 1861

J. G. Petrie - Clerk

And afterwards to-wit on said 3<sup>rd</sup> day of

September 1861 a notice and affidavit of  
Service, was filed in said Court - which is  
in the words and figures following to wit

State of Illinois } In Ogle Circuit Court  
Ogle County } In Vacation after June term  
A. D. 1861

Edward H. Lester,

Henry A. Mit

vs

Herriels, Stevens Jacob

P. Willard Myron L. Percie

& John A. Buehler,

In Chancery

To the above named  
defendants in George W. Newcomb their agent  
& attorney

Sirs

Please take notice that I  
shall apply to Joseph Sears master in Chancery  
of said Ogle County on Tuesday the 3<sup>d</sup> day  
of September A. D. 1861 at his office in Oregon  
at the hour ten o'clock A. M. of said day  
for an injunction to restrain and enjoin  
you from doing and performing certain acts  
set forth in a certain supplemental bill which  
will at said time be presented to said master  
when and where you can appear and oppose  
the granting of said injunction if you see fit

39 Dated Aug 30<sup>th</sup> 1861

Edward H. Lester

Henry A. Mit

By Jacob Solr

State of Illinois  
Cook County, S.S.

I, J. A. Erwin, first being duly sworn, on his oath deposes and says that he died on the 31<sup>st</sup> day of August A. D. 1861. Serve the within notice on the within named George W. Newcomb by delivering him a copy thereof of . . . J. A. Erwin

Subscribed & sworn to before me this 31<sup>st</sup> day of August A. D. 1861  
Wm L. Church  
Clerk Circuit Court  
Cook Co Ill

On the back of the said notice and affidavit is the following endorsement to-wit-  
Filed September 3<sup>rd</sup> 1861  
J. G. Petrie Clerk -

And after words on said 3<sup>rd</sup> day of September A. D. 1861 a writ of injunction was issued in said cause which said writ is in the words and figures following to-wit-

State of Illinois  
Cook County S.S. } The People of the State of Illinois  
Werrick Stearns }  
And to your Attorneys Solicitors Agents and Servants and to each of



421 Therefore in Consideration thereof and of  
the particular matters in said bill set  
forth do strictly Command you the said  
Herrick Stevens and the persons before  
mentioned and each and every of you  
that you do absolutely desist and refrain  
from commencing or instituting any pro-  
ceedings of any nature or kind to obtain  
the possession of the West-half of Section  
Thirty one A and the West-half of the South  
East-quarter of Section thirty one (31) all  
in Township forty two (42) Range & two (2)  
East of the third 3<sup>d</sup> P.M. Situated in Cople  
County and State of Illinois and which  
you claim to own under and by Virtue  
of a certain Trusts deed dated the fourth  
day of February A.D. 1861 wherein Myron  
L. Pease was party of the first part and  
you the said Stevens were party of the  
second part until the further order of  
this Court. Hence fail not under the pains  
and penalties of what the Law directs

Witness Fredrick G. Petrie Clerk of the  
said Court and the Seal thereof at his office  
in Oregon in said Cople County the Third  
day of September A.D. 1861

F. G. Petrie Clerk  
To the Sheriff of Cople County to execute.

On the back of said writ appears the following endorsements to-wit

State of Illinois } This 3<sup>rd</sup> day of September  
Ogle County, S.S. } 1861

Served the within on the within on the within named George W. Newcomb the atty agent for Herrick Stearns by delivering to him two copies of the same  
John A. Knight Sheriff  
By W. M. Rouser Deputy

Filed this 2<sup>nd</sup> day of November 1861  
J. G. Petrie Clerk

And after words to-wit on the 24<sup>th</sup> day of October A. D. 1861 a certain plea was filed in said cause which said plea is in the words and figures following to-wit

State of Illinois } Circuit Court of said  
Ogle County, S.S. } County November term 1861  
Edward H. Lester } Complainant  
Denny A. Mit }  
Herrick Stearns }  
Jacob P. Willard } Respondent  
Wm. M. Rouser }  
L. Pierce }

43 John A. Knight Sheriff detained defendant by a supplemental bill 250 cents

The following <sup>Plas of</sup> Merrick Stevens; Jacob P. Willard  
and Myron L. Pierce three of the defendants  
to the bill of Complaint of Edward K. Foster and  
Henry A. Pitt Complainants

These defendants  
by protestations not confessing or acknow-  
ledging all or any of the matters and things  
in the said Complainants bill of Complaint  
contained to be true in manner and form or  
the sense and therein set forth and alleged  
in these own proper persons come and say  
that this Court ought not to have or take further  
Cognizance of the bill in this case because they  
say that before and at the time of the commen-  
cement of this suit the said Jacob P. Willard  
and Myron L. Pierce the major part of said  
defendants were and ever since have been  
and still are residents of Chicago in the County  
of Cook and State of Illinois and have not  
resided in said County of Ogle and that  
neither the said Jacob P. Willard nor the  
said Myron L. Pierce nor the said Merrick  
Stevens have been found in the <sup>said</sup> County of  
Ogle or served with process in said action  
therein. And the said defendants further say  
that said suit does not affect real estate  
in said County of Ogle and that the <sup>exception</sup> ~~claim~~  
in the hands of the said John A. Bugh's <sup>Shelf</sup>  
The Collection of which the Complainants by this

Said bill here prayed might be restrained  
by injunction issued in a judgment rendered  
by the Circuit Court of Cook County and that  
the judgment the collection of which the  
Complainants in their said bill here prayed  
might be restrained by injunction was also  
rendered in the Circuit Court of Cook County  
and that said bill being in effect to stay  
proceedings at law in Cook County should  
have been filed in the office of the Circuit  
Court of said County of Cook, the records of  
the proceedings in said judgment being  
in that office

And the said defendants  
further say that there is a Circuit Court of  
said Cook County within and for said  
County of Cook which has jurisdiction of  
the persons of the said Jacob P. Willard  
Myron S. Purce and Herriek Stevens defen-  
dants and which may lawfully here and  
take cognizance of said supposed causes  
set forth and stated in said bill of Complaint  
Therefore these defendants do aver and plead  
said matters to the jurisdiction of this Court  
in this case and pray the judgment of this  
Honorable Court whether they should be com-  
pelled to make any further answer, the said  
bill and pray to be here dismissed with  
their reasonable costs & charges in that behalf

46 most wrongfully sustained

Herrick ~~H~~ Stevens  
Jacob P. Milliers  
Myron L. Peares

We Herrick Stevens Jacob P. Milliers and  
Myron L. Peares defendants in oath do ~~not~~  
depose testify and say that the said  
Jacob P. Milliers & Myron L. Peares ~~was~~ <sup>were</sup>  
the 20<sup>th</sup> of February A.D. 1861 and from thence  
until the present day & are now and have  
been continuously for a number of years  
hereto residents and citizens of the City of  
Chicago in the County of Cook and State  
of Illinois and publicly known and  
recognized as such and that the mor  
neither of us have been joined or served with  
process in the County of Cook and that we  
believe the other facts set forth in said plea  
as true

Herrick Stevens  
Jacob P. Milliers  
Myron L. Peares

Subscribed & Sworn to  
before me this 23<sup>rd</sup> day  
of October A.D. 1861.

*(Signature)*

Peter A. Witt

Notary Public  
" "

On the back of said Plea is the following  
endorsement to-wit-

Filed October 24<sup>th</sup> 1861  
J. G. Petrie Clerk

And on the same day another Plea was filed  
in said Cause which is in the words and  
figures following to-wit-

State of Illinois } Circuit Court of said County  
Cape County S. S. } November Term 1861

Edward H. Lester  
Henry A. Mit

Rerrick Lewis  
Jacob P. Milliers  
Myron L. Pearce

and  
John C. Hughes Sheriff defendant  
by a supplemental bill

The Plea of John C.  
Hughes Sheriff one of the defendants to the  
supplemental bill of Complaint of Edward  
H. Lester and Henry A. Mit Complainants

This defendant by protestation not  
confessing or acknowledging either or any  
of the matters and things in the said Complai  
ant's bill of Complaint contained to be true in  
47

48 Manner and form as the same is therein set  
forth and alleged in their own proper persons  
Comes and says that this Court ought not to have  
or take further cognizance of the bill in this case  
because they says that before and at the time of  
the commencement of this suit the said Jacob  
P. Milliers and Myron L. Pierce the major part  
of said defendants were and ever since have  
been and still are residents of Chicago in the  
County of Cook and State of Illinois and have  
not resided in said County of Ogle and that  
neither the said Jacob P. Milliers nor the said  
Myron L. Pierce nor the said Horst Stevens  
have been found in the said County of Ogle or  
Served with process in said Action therein.

And the said defendants further says that  
said Suit does not affect real estate in said  
County of Ogle and that the execution in  
his hands as Sheriff the collections of which  
the complainants by their said bill have  
prayed might be restrained by injunction  
issued on a judgment rendered by the Circuit  
Court of Cook County and that the judgment  
the collections of which the complainants in  
their said bill have prayed might be restrained  
by injunction. Was also rendered in the Circuit  
Court of Cook County and that said bill being  
in effect to stay proceedings at law in  
Cook County should have been filed in the

Office of the Circuit Court of Sevier County  
of Cook the record of the proceedings on  
Sevier Judgment being in that office  
And the said defendant's further says that  
there is a Circuit Court of Sevier County  
within and for said County of Cook which  
has jurisdiction of the person of the said  
Jacob P. Willard and the said Myron L. Reese  
and Horatio Stevens defendants, And which  
may lawfully have and take cognizance of  
said supposed causes set forth and stated in  
said bill of Complaint: Therefore this defen-  
dant avers and pleads said matters to the  
jurisdiction of this Court in this case and  
prays the judgment of this Honorable Court  
whether he should be compelled to make any  
further answer to the said bill and pray to  
be hence dismissed with his reasonable costs  
and charges in that behalf most lawfully  
sustained.

John A. Bayne.

On the back of said plea is the following en-  
dorsement to-wit-

Filed Oct 24<sup>th</sup> 1861

J. G. Petrie Clerk

By B. F. Shurt

Deputy

50. And afterwards to wit on the 15<sup>th</sup> day of  
November A.D. 1861 a certain demurrer was  
filed in said Court in said cause which  
is in the words and figures following to-wit

State of Illinois } Circuit Court of said  
Cyle County } County Nov 5- 1861

The demurrer of Edward H. Lester  
and Henry A. Mint to the Plea of John  
H. Hughes Myron S. Peerce Jacob M. Willard  
and Herick Stevens

These Compliments  
by protestation and confessing or acts  
nowledge all or any of the matters & things  
in said Pleas contained to be true in  
such manner and form as the same and  
therein set forth and alleged such demurrer  
there to and demands the judgment of the  
Court - whether they shall be compelled to make  
further replication or answer to said Pleas  
and the matters and things and facts as  
he has in his original & Supplemental  
bill prayed.

J. H. Lester &  
H. A. Mint  
Per H. A. Mint Sol.

And on the back of said demurrer

Appears an endorsement in the words  
and figures following to-wit-

Filed Nov 15- 1861

F. G. Petri's clerk

By B. F. Shuts Deputy

And after records to-wit on the 15<sup>th</sup> day  
of November A. D. 1861 it being one of the  
days of the November term A. D. 1861 of  
said Circuit Court the following proceed-  
ing & were entered of record in said Court  
in said Cause to-wit

Eduard W. Lester &  
Henry A. Pitt

v/s

Henrick Stevens  
Jacob T. Willicord  
& Myram S. Pierce  
John H. Houghs

Bill for injunction

This day came the  
said Complainants by Jacobs & Pitt their  
solicitors, and the said defendants come  
by Starke & Ashans their solicitors and the  
Complainants demurred to defendants  
pleas to the jurisdiction herein comes in  
to be heard and after argument of counsel  
and consideration by the Court the said  
demurrer is by the Court overruled

And after words to wit on the 25<sup>th</sup> day of  
March A. D. 1862 the same being one of the  
days of the March term A. D. 1862 of said  
Court. the following proceedings were  
entered of record in said cause to-wit

Edward K. Lester &  
Henry A. Witt  
Vs  
Herriek Stevens  
Jacob P. Willcox  
& Myron L. Pearce  
John H. Houghton

Bill for Injunction

This day comes said  
Complainants by Witt their solicitor  
and ~~the~~ <sup>said</sup> defendants also come by Dutcher  
their solicitor and now said defendants  
pleas in abatement are heard by the Court  
and upon due consideration it is ordered  
that the said defendants have judgment  
on their said pleas that suit abate and  
for costs and that said defendants  
have and recover of said complainants  
their costs and charges in this behalf  
expended and that they have and receive  
therefor and now therefore comes the  
said Complainant Edward K. Lester &  
Henry A. Witt excepts to said judgment and  
prays an appeal to the Supreme Court

of this State. Wherefore it is considered  
that said appeal be granted on said  
Complement: filing bond with James  
W. Gale or Pyram Jacobs as security  
in the penal sum of five hundred  
dollars conditioned according to law  
and to be filed within thirty days from  
this date

And afterwards to-wit on the 5<sup>th</sup> day of  
April A.D. 1862 an appeal bond was filed  
in said Court in said Cause which is in  
the words and figures following to-wit

Know all men by these presents that  
We Edward K. Lester as principal and  
Pyram Jacobs as security and held and  
firmly bound unto District Clerks  
James P. Millard, <sup>John A. Baylors</sup> Myron L. Perce in the  
penal sum of five hundred dollars  
for the payment of which Well and truly  
to be made We bind ourselves our heirs  
executors administrators and assigns  
jointly severally and firmly by these  
presents

Witness our hands & seals this 29<sup>th</sup>  
day of March A.D. 1862

The condition of the  
53 above obligations is such that whereas

The above bounden Edward W. Lester to w<sup>th</sup> out  
 his writ Henry A. Mist died on or about  
 the 20<sup>th</sup> day of February, A. D. 1861 file  
 their bill of Complaint against the above  
 named Henrick Stevens Jacob P. Willard  
 Myron L. Peewee On the Chancery side of  
 the Circuit Court of Cyle County all more  
 and after words on the 3<sup>rd</sup> day of Septem-  
 ber 1861 filed their amended and  
 Supplemental bill thereto. And after words  
 at the March term of said Court A. D. 1862  
 and on the 25<sup>th</sup> day of said March such  
 proceedings were had in said Court that  
 a decree or judgement was entered on  
 the plea filed therein by said defendant  
 that said Cause abate and judgement for  
 costs taxed at the sum of thirteen dollars  
 and fifteen cents to all of which said  
 complainant then and there excepted and  
 prays an appeal to the Supreme Court of  
 of the third general division of this State  
 which was granted. Now if the said  
 Edward W. Lester shall well and truly pro-  
 secute his said appeal and shall pay  
 whatever fine or costs interest  
 and damages in case said judg-  
 ment shall be affirmed and shall also  
 well and truly prosecute his said

Appeal with effect when this obligation  
to be void otherwise to remain in full force  
and effect

Edward B. Lester Lester

P. Jacobs Lester

On the back of said bench is the words  
and figures following to wit  
Filed April 5<sup>th</sup> 1862

F. G. Petrie  
Clerk

Costs of Transcript \$5.00. F. G. Petrie Clerk  
By B. F. Shuts Dept

State of Illinois

Of the County of Frederick G. Petrie Clerk  
of the Circuit Court of said  
County & State do hereby certify that the above and foregoing  
is a true full & perfect Transcript from the records  
and files of my office of the above entitled cause

Witness Frederick G. Petrie Clerk of said  
Court and the seal thereof at Oregon  
this 19<sup>th</sup> day of April AD 1862

F. G. Petrie Clerk  
By B. F. Shuts Dept



And now comes the said appellant  
by Glenn Cook & Campbell his attys  
and say that in the record & proceed-  
ings aforesaid and in the rendition  
of the decree aforesaid there is man-  
ifest error in this to wit

The Court erred in rendering the  
decree aforesaid in manner & form  
aforesaid

2 The Court erred in dismissing  
Complainant's bill

3 The Court erred in admitting  
incompetent testimony offered  
by deft

Glenn Cook & Campbell  
for appellant

And to name <sup>appellor</sup> appellor the  
cases of North & Johnson in  
which our says there is no error  
in the record and proceedings of record  
& to be present & clear of record &  
prays that the same may be all things  
be affirmed. -

North & Johnson  
attorneys  
for the said parties

193 294  
Edward N. Bester  
by  
Henrik Stevens et al.

Record

Filed April 24, 1862  
L. Veland  
Clk.