

8812

No. _____

Supreme Court of Illinois

John D. Wilson

vs.

Wm. C. Kinney

State of Illinois
County of St. Clair.

In the Circuit Court within
and for the County of St. Clair &
State of Illinois, the said Court
sitting in Chancery.

Be it remembered that on the 13th day of August,
A. D. 1845. William C. Kinney filed in said Court his Bill
of Complaint against James S. Strother, Sarah Strother,
John H. Strother, Theodora Strother, Alexander Hamilton,
Cornelia Hempstead & Samuel B. Chandler in words and
figures following:

Bill: State of Illinois } Is.

St. Clair County.

To the Hon. the Judge of the
Circuit Court of St. Clair County, in Chancery sitting:

Humbly complaining Sheweth
unto Your Honor Your Orator William C. Kinney of St.
Clair County aforesaid, that he is the sole executor & legatee
of all the Real estate of his father William Kinney late
of St. Clair County aforesaid deceased, and as such legatee is
entitled to all the Real estate and every right, title and interest
therein which the said William Kinney had at the time of
his death, and also to all his personal estate after the
payment of some small legacies particularly specified in
said will, all of which by reference to a certified copy of
said last will and testament of said William Kinney duly
proved and Recorded, and of the letters testamentary gran-
ted thereon herewith filed marked A. & made part of this Bill
will more fully appear. Your orator further sheweth,
that the said William Kinney in his lifetime to wit on
the 11th day of June A. D. 1829. purchased of one
George S. Strother since deceased, for a valuable consideration

to wit the sum of six hundred and twenty five Dollars
the following tracts or parcels of land Situate in St. Clair
County, aforesaid to wit the North East quarter of Section
twenty four (24) in Township one North and Range eight
West containing one hundred and sixty acres, and also one
other tract of land in the same Township and Range con-
taining two hundred acres on which then was a farm rented
to George Harris, it being the land purchased by William
Kinney from George Stout, and sold and conveyed by
said Kinney to Thomas and Charles Hempstead, and
mortgaged by Thomas Hempstead to the Bank of Missouri,
and which tracts of land were purchased by the said
Strother under a sale on execution issued in favor of
the President, Directors & Company of the Bank of Missouri
against Thomas Hempstead, and received a deed therefor
from said Strother bearing date the day & year last
aforesaid, which will more fully appear by reference to
a verified copy of said Deed duly acknowledged & recorded
herewith filed marked B. and made a part of this Bill.

And Your orator sheweth further, that the said
two hundred acres of land above referred to is descri-
bed in the deed from George Stout to William Kinney
before referred to by metes and bounds as follows:
beginning the Survey thereof at a post the most easterly
Corner of Survey 376 on the connected plat of the
United States of the District of Kaskaskia from which
a Persimmon 6 in. in dia. bears South $62^{\circ} 10'$ 38 links, and
a Blackoak 15 in. dia. bears South 48° 77 links, thence from
the true meridian South $48^{\circ} 2'$ North 60 chains & fifty links
to a post, thence North $41^{\circ} 2'$ West 33 chains & 6 links to
a post, thence North $48^{\circ} 2'$ East 60 chains & 40 links to
a post standing on the line of a tract of one hundred
acres sold by William Stout to John Sullivan, thence
South $41^{\circ} 2'$ East 33 chains & 6 links to the place of beginning.
Your Orator further sheweth unto Your Honor, that the

tract of land first above described was sold during the lifetime of said William Kinney deceased under and by virtue of an execution bearing date June 13. 1842, & issued upon a Judgment rendered at the April term A. D. 1842 in favor of Adam T. Terrell and against said William Kinney, and purchased at said sale by said Adam T. Terrell, who heirs and legal representatives the said Terrell having departed this life before he became entitled to a deed for said land, duly assigned and transferred the Certificate of purchase to Your Orator, who by virtue of said sale, and subsequent assignment of said Certificate became entitled to and received a deed for the said North East quarter of Section twenty four above described from the Sheriff of St. Clair County aforesaid bearing date the first day of December A. D. 1843. as by reference to said deed, which Your Orator now has ready to produce, will fully appear. Your Orator further sheweth, that the said William Kinney at the time of his death was equitably entitled to the other tract of two hundred acres above described, and died in the possession thereof, and that Your Orator by virtue of the Sheriff's deed to him herein before referred to, and of the last will and testament of the said William Kinney deceased, is now fully and justly entitled to all the right, title and interest which the said William Kinney ever had to both and each of the aforesaid tracts of land. Your Orator further sheweth, that the said George S. Strother, from whom the said William Kinney acquired a deed for said lands had previously purchased the same together with other lands at a Sheriff's sale made under and by virtue of an execution bearing date July 14 1829 and issued upon a judgment rendered at the August term A. D. 1828 of the Circuit Court of St. Clair County aforesaid in favor of the President, Directors and Company of the Bank of Missouri and against one Thomas Hemphriad which Judgment was

rendered upon a mortgage executed by the said Hempstead to the Plaintiffs in said suit; all of which will more fully and at large appear by reference to the Record & proceedings of the Circuit Court of said County, had at the March and August terms of said Court A. D. 1828 in the case of the President, Directors & Company of the Bank of Missouri against Thomas Hempstead now remaining of Record in said Court, and to which Your Orator begs leave to refer as part of this Bill. Your Orator further sheweth, that at the time of sale to wit on the seventh day of March A. D. 1829 William A. Beaver then Sheriff of St. Clair County aforesaid, and who conducted said sale, executed and delivered to the said Strother a Certificate of purchase for the tracts of land aforesaid together with the other tracts by him purchased, all of which will more at large appear by reference to said execution and the Return and proceedings thereon, and the Certificate of purchase remaining on file and of Record in said Circuit Court of St. Clair County, & to which Your Orator begs leave to refer as part of this Bill. Your Orator further sheweth to Your Honor, that at the time of the sale by said Strother to the said William Kinney the time of redemption from said sale by the Sheriff had not expired, and the said Strother was not then entitled to a deed, but that time has now long been expired, yet the said Strother never procured a deed from the Sheriff of St. Clair County aforesaid for the lands so by him purchased as aforesaid; nor was a deed ever executed either to him or his assigns for the tracts of land aforesaid by said Sheriff, although said lands were never redeemed from said sale. Your Orator further sheweth that the said Strother some years since departed this life intestate, leaving as his only heirs James H. Strother, Sarah Strother, and John H. Strother, the last

of whom is a minor under twenty one years of age, and also a widow Theodosia Strother, all of whom together with Alexander Hamilton administrator of the said George F. Strother decd. are made parties Defendants to this Bill; the said Hamilton being an administrator appointed in the State of Missouri, where the said Strother lived at the time of his death, and no administration having been had on his estate in the State of Illinois. Your Orator further shows, that the said Thomas Hempstead since the rendition of the said Judgment against him and the sale of said land upon said Judgment has also departed this life intestate, leaving Cornelius Hempstead as his only heir at law, who is also made a Defendant to this Bill. And it is further shown, that the said William A. Beaud, the Sheriff who made said sale, is also deceased, & that Samuel B. Chandler is now the Sheriff of the said County of St. Clair, to whom Your Orator has frequently applied and requested him to execute to him a deed for the tracts of land by him acquired from said Strother and embraced in said certificate of purchase granted by his predecessor in office, which the said Chandler has hitherto refused to do. And Your Orator has recently been informed that the said Cornelius Hempstead pretends to claim some title to the tracts of land herein before described on account of no deed having been executed to said Strother, and ~~even~~ ^{even} threatens to commence actions of ejectment to turn Your Orator out of the possession of said tracts of land; but Your Orator charges, that said Cornelius has no title or right whatever in equity and good conscience to claim or in any manner interfere with said land, but on the contrary the same rightfully and equitably belongs to Your Orator, who with his father William Kinney and those claiming under them have always since the purchase from Strother in 1829 up to this time had, & now have the free and undisturbed possession of said premises

but in as much as the chain of title is defective for the want of a deed from the Sheriff of St. Clair County to the purchaser at said Sheriffs sale or his assigns, Your Orator prays the aid of a Court of equity in the premises, which can only afford adequate Relief in this case, and that the said Samuel B. Chandler now Sheriff of St. Clair County, who is also made a Defendant to this Bill, or such other person as this Court may direct, may be compelled to execute to Your Orator a deed for the said tracts of land herein before described, conveying to him all the right, title and interest which the said Thomas Hempstead had in and to said lands at the time of the purchase by said Strother, and which Strother acquired and was entitled to under and by virtue of his purchase, and that Your Orator may have such other & further Relief in the premises as to Your Honor shall seem right and the nature of this case may require. He prays, that process may issue requiring the said James F. Strother, Sarah Strother, John H. Strother, Theodosia Strother, Alexander Hamilton, Cornelia Hempstead and Samuel B. Chandler to appear and answer this Bill; and inasmuch as it is filed for purposes other than for discovery only Your Orator hereby waives the necessity of the answers of the Defendants being on oath; and he will pray
D^y J. Trumbull for
Complainant.

The said Complainant at the time aforesaid also filed Exhibit B. in his said Bill referred to in words following.

Exhibit
B. } I know all men by these Presents, that for
and in consideration of six hundred and twenty five dol-
lars in State paper to me in hand paid by William
Kinney, the Receipt whereof is hereby acknowledged,
I have this day granted, bargained and sold and do
hereby grant, bargain and sell to the said William

Kinney his heirs and assigns the following tracts or parcels of land to wit: a tract or parcel of land containing one hundred and sixty acres, it being in the County of St. Clair. North East quarter Section 24 Township one North Range Eight West 3^d principal meridian, about three and a half miles distant from Belleville; and also one other tract of land in the same township and Range containing two hundred acres, on which there was a farm rented to George Harris, it being the land purchased by William Kinney from George Stout, and sold and conveyed by said Kinney to Thomas and Charles Hempstead, and mortgaged by Thomas Hempstead to the Bank of Missouri, and the said two above described tracts of land were purchased by me under a sale by execution issued in favor of the President, Directors Company of the Bank of Missouri against Thomas Hempstead, all which will more fully appear of Record in the County of St. Clair: to have and to hold the said two above described tracts of land to the said William Kinney his heirs and assigns forever. Witness my hand and seal this eleventh day of June in the year eighteenthundred and twenty nine

George S. Strother *(Seal)*

Richard Hay

George D. Kinney.

State of Illinois

St. Clair County.

This day George S. Strother, whose name is subscribed to the above instrument of writing personally came before me and acknowledged the same to be his act and deed for the purposes therein expressed. Given under my hand and seal this eleventh day of June 1829.

John H. Dennis
(J. P.)

Recorded the twenty seventh of July 1829.

John Hay Recorder

State of Illinois

St. Clair County. } Recorder's office the 12th day of August A. D. 1845.

I the undersigned, Recorder of the County aforesaid do hereby certify that foregoing exemplification is a true Copy of the original Deed of Conveyance and attached certificate of acknowledgment as Recorded in Book F. page 194 of this office.

Richard Hays,
Recorder St. C. Co.

whereupon afterwards at the October term of said Court, ^{A. D. 1845.} on the first Wednesday thereof comes the Complainant and proves by the Certificate of the publisher, which he files, that all the Defendants were duly notified of the pendency of this suit, the said Samuel B. Chandler by acknowledging Service of process, and the other Defendants by publication in the St. Clair Banner, a newspaper published in the County of St. Clair, for four weeks successively, and once in every week: whereupon J. L. D. Morrison Esq. is appointed by the Court guardian ad litem to the said minor Defendants, and a rule is granted against the Defendants to answer, plead or demur to the Complainant's Bill by next Monday morning nine o'clock, or the said Bill would be taken as confessed.

On the second Monday on motion of the Defendants the time to file their answers is extended to them to to-morrow morning nine o'clock.

demurr.

On the second Tuesday (Oct. 21st) these Defendants by protestation not confessing or acknowledging all or any of the matters and things in the said Complainant's Bill to be true in such manner and form as the same are therein and thereby set forth and alleged do demur to the said Bill and for cause of demurrer show, that the said Complainant has not by his said Bill made such a case as entitles him in a Court of equity to any discovery from these Defendants respectively or any of them, or to any relief against them. As to the matters contained in the said Bill or any of such matters, and that any discovery which can be made by these Defendants or any of them touching the

matters complained of in the said Bill or any of them, can not be of any avail to the said Complainant for any of the purposes for which a discovery is sought against these Defendants by the said Bill, nor entitled the said Complainant to any relief in this Court touching any of the matters therein complained of: wherefore and for divers other good causes of demurrer appearing in the said Bill these Defendants do demur thereto and they pray the Judgment of this hon. Court, whether they or either of them shall be compelled to make any further or other answer to the said Bill; and they humbly pray to be hence dismissed with their reasonable costs in this behalf sustained.

Morrison for Respondents.

At the November Special term of the Court A.D. 1848. on the first Thursday thereof come the Defendants by J. L. D. Morrison their Sol. and move the Court for leave to withdraw their demurrer to Complainants Bill heretofore filed by them, which being allowed by the Court, they withdraw their demurrer and file their answers to said Bill - in words following to wit:

answer of } The answer of James H. Strother, Sarah Strother
J. L. D. Strother } John H. Strother and Theodosia Strother to the Bill filed ag-
Strother. } ainst them by William C. Kinney.

These Respondents saving all manner of exception to the manifold errors and uncertainties and other imperfections in Complainants Bill for answer say, that they can not deny, but that William C. Kinney is the legatee of William Kinney, and as such entitled to the rest and residue of his estate as stated in said Bill. These respondents admit, that in the year 1828 as stated in said Bill, the Bank of Missouri obtained Judgment against Thomas Hempstead, and that the lands in Complainants bill described were sold on execution issued on said Judgment about the 14th July 1829, and that the said premises described in Complainants Bill were bought by George H.

Brother, respondents father, & husband of Theodosia, and who died in the year 1840, and that said George S. Brother in his lifetime executed to William Kinney a simple quit claim deed for said premises, a copy of which these Respondents believe the said Complainant has filed with his Bill, that by said deed there are no covenants for further assurance, and that the said Kinney by said deed took only such legal title as the said George S. Brother then had in said lands; the said quit claim deed having been executed by said Brother before he received a Sheriffs deed from the Sheriff of St. Clair County as stated in said Bill. These Respondents deny, that William Kinney paid their ancestor \$625. for said two tracts of land, but on the contrary thereof assert, that said Kinney paid but about \$350 therefor, and the said land was then reasonably worth twelve or fifteen hundred dollars. These respondents admit, that the said Beaid did not in his lifetime make or execute a deed to George S. Brother, but they know of no reason why he failed or refused so to do. This Respondent Theodosia Brother avers, that she is the widow of George S. Brother; that during her coverture she never united with the said George in the alienation of said lands, that she is entitled to her reasonable dower of said premises, wherefore she prays this Hon. Court to assign her her reasonable dower of said premises, and Respondents having answered beg leave to be discharged &c.

J. L. D. Morrison for Respondents.

answer of
Cornelia Hempstead
vs. &c.

The separate answer of Cornelia Hempstead one of the Respondents to the Bill of Complaint filed by William C. Kinney against her and others in the Court of Chancery of St. Clair County.

This Respondent now and at all times saving to herself all manner of Exception to the manifold errors, uncertainties and other imperfections in the Complain-

nanto Bill for answer unto such part as she is advised it is necessary for her to make answer to, answering says, true it may be as stated in Complainants Bill, that the Complainant is the legatee of William Kinney deceased, and as such is entitled to the estate of said William Kinney as stated in said Bill. This Respondent admits, that William Kinney in his lifetime to wit about the 11th day of June A.D. 1829 purchased of George J. Strother and received said Strothers quit-claim deed for the lands described in Complainants bill; but this respondent denies, that said Kinney paid for the same as alleged in said Bill, the sum of six hundred and twenty nine Dollars, but declares said Kinney paid for the same about three hundred and fifty Dollars for said two tracts of land, and that the same were at the date of said sale worth about twelve hundred Dollars in cash. Respondent does not deny but that the tract of land in said Bill mentioned as the North East quarter of Section 24, Township one North Range 8 West was sold on execution against William Kinney, and that the certificate of the purchase thereof came regularly to the hands of said Complainant, but with a full knowledge of said Complainant as to the title of said Kinney as herein after stated. This Respondent does not know, whether Complainant ever received a deed from the Sheriff of St. Clair County as averred in his Bill, and does not, therefore admit or deny it.

This Respondent admits, that in the year of our Lord 1828 the Bank of Missouri obtained a Judgment against her father Thomas Hempstead by Scire facias upon a mortgage before that time by her said father given to said Bank and that on the 14th Feby 1829 an execution issued on said Judgment against said mortgaged premises, but this Respondent avers, that said Execution was wholly unwarranted by law, and was not authorized by said Judgment as the same was a general Judgment, and the Execution thereon was a special one, directing a sale of the mortgaged premises, Specifying

the lands &c. This Respondent is informed and believes, that said execution came to the hands of one William A. Beaird to be executed, and that on said Execution he sold all the lands in said mortgage contained, and at said sale the same were stricken off to one George F. Strother then of St. Louis, that said Beaird filed amongst the papers in said execution his certificate stating that said lands had been sold to Strother, but this Respondent wholly denies that said George F. Strother ever paid for said lands the said purchase money. This Respondent avers, that after said pretended sale and before the execution of any deed by the Sheriff of said County to Geo. F. Strother that William Kinney by the Quitclaim deed of said Strother executed on or about the 11th day of June 1829. received all the title he now sets up to claim. This Respondent further shows unto Your Honor, that at the time of said pretended sale George F. Strother resided in St. Louis and so continued to reside there until the year A. D. 1840, when he died; that said William Kinney resided near the town of Belleville, until the year 1843, when he died, and that said William A. Beaird lived at the time at Belleville until 1843 when he also died; that the said William Kinney did not in his lifetime or in the lifetime of the said Beaird and Strother or either of them attempt to procure the deed now by the said Complainant sought to have executed; that this Respondent could have resisted the same most successfully if the effort had been made during the lifetime of said Beaird; that said Beaird always refused to execute said deed to Kinney or Strother and that he never did execute and deliver to said George Strother the certificate of purchase as stated in Complainants Bill. Your Respondent further shows unto Your Honor that in the latter part of the year 1826 her deceased father left St. Louis and proceeded to South America, where she has been informed and believes he entered into the naval service of the Republic of Colombia

then in revolt against the King of Spain; that in the year 1827 the vessel he was on board of was captured by a Spanish Cruiser and he was thrown into prison in Cadix in the Kingdom of Spain, and was in the early part of the year 1828, and before the obtaining of said Judgment against him, executed and suffered death; that at that time Your Respondent, who was the only child of said Thomas Hempstead was about two years of age; that since that period up to within a year before the filing of Complainants Bill she has been a minor, and from her infancy unable to assert her rights; that William Kinney in his lifetime never received an assignment of the Sheriffs certificate said to have been executed to said George F. Strother, but that he took said George F. Strothers quit claim Deed before said Strother had any title to said land; that said Kinney has been and remained in the possession of said lands for fifteen years past without title against Your Respondent; that during the whole of that period he has received the rents and profits of said lands amounting to near fifteen hundred dollars; that Your Respondent in whom the legal title as heir of her deceased father is, has received no benefit or advantage from the same; that the said lands are worth now about four thousand dollars, and that it will be extremely inequitable to decree to the said Complainant after resting upon his claim for fifteen years a decree for a conveyance of said lands as prayed for by him, more particularly as from the Statings of the demands and the death of said Beaird many of the facts in this answer stated will be difficult for this Respondent to clearly prove and this Respondent having fully answered prays to be dismissed with her reasonable Costs.

J. L. D. Morrison for
Cornelia Hempstead

Replication.

Replication of William C. Kinney Complainant, to the answer of James F. Strother, Sarah Strother, John H. Strother, Theodora Strother and Cornelia Hempstead, part of the Defendants to said Bill. The said William C. Kinney for Replication to said answers says, that the allegations and statements therein made, are untrue and insufficient to ^{bar} the Relief prayed for in said Bill, and that the allegations in said Bill are true and sufficient, and this Replicant is ready to prove &c

Trumbull & Bissell

for Complainant.

whereupon on the first Saturday of the term of the Court last aforesaid, it appearing to the Court, that all the said Defendants, except the said Alexander Hamilton and Samuel B. Chandler has filed their joint answer to Complainant's Bill, on the motion of the Complainant it is ordered, that the said Bill be taken pro confesso as to the said Hamilton and the said Chandler, for default of plea, answer or demurrer. And on motion of the Complainant it is further ordered by the Court, that this cause be set for hearing upon Bill answer and Replication, & it is continued to next term.

Source

At the Mayterm of said Court A.D. 1846. on the second Saturday thereof, this cause coming on to be heard upon Bill, answers and replication, and Exhibits, and the Court having examined the same and heard the argument of counsel on both sides, and it appearing to the Court, that William C. Kinney the Complainant is the sole executor and legatee of William Kinney deceased, and as such is entitled to all the Real estate, and every right, title, claim and interest thereto which the said William Kinney had at the time of his death; and it further appearing to the Court, that the said William Kinney deceased in his lifetime had an equitable estate in and to the following tracts or parcels of land Situate in the County of St. Clair to wit: the North East quarter of Section twenty four in Township one

North of Range 8 West, containing one hundred and sixty acres, and also one other tract of land in the same Township and Range containing two hundred acres on which there was a farm, which at the time, when the said William Kinney acquired his equitable right in and to the same was rented to George Harris, and is described as "being the same land purchased by William Kinney from George Stout and sold and conveyed by said Kinney to Thomas & Charles Hempstead, and mortgaged by said Thomas Hempstead to the Bank of Missouri, and purchased by George F. Strother under a sale by execution issued in favor of the President, Directors & Company of the Bank of Missouri against the said Thomas Hempstead" by virtue of a deed executed unto him the said William Kinney by George F. Strother on the eleventh day of June in the year one thousand eight hundred and twenty nine, and while the said George F. Strother was the holder of the certificate of William A. Beaire, then Sheriff of said County of St. Clair, for the purchase of said tracts of land, which were sold by said Sheriff by virtue of an execution issued upon a Judgment of the Circuit Court of St. Clair County in favor of the President, Directors and Company of the Bank of Missouri and against the said Thomas Hempstead, rendered upon a mortgage executed by the said Thomas Hempstead in his lifetime to the said President, Directors & Company of the Bank of Missouri on the tenth day of November A.D. 1821, for the said tracts of land, and at which said Sheriff's sale the said George F. Strother became the purchaser of said lands; and it also appearing to the Court that the said George F. Strother has departed this life, and that James F. Strother, Sarah Strother, John H. Strother, Theodosia Strother and Alexander Hamilton, part of the Defendants to this Bill are the heirs at law of the said George F. Strother deceased, and that the said Samuel B. Chandler is Sheriff of said County of St. Clair and Successor in office

to the said William A. Beaird, who also has departed this life, and that neither the said William A. Beaird while he was Sheriff as aforesaid, or in his lifetime, nor the said Samuel B. Chandler since he became Sheriff of said County, have made and executed to the said George F. Strother in his lifetime, nor to his said heirs at law, Defendants to this Suit since the death of their said ancestors, nor to the said William Kinney deceased in his lifetime, since he had become the purchaser of said lands from the said George F. Strother, nor to the said Complainant since the death of the testator, a deed for the said lands and tenements according to the said certificate of purchase; and the Court being satisfied of the equity of said Bill, and that the prayer thereof ought to be granted: It is ordered, adjudged and decreed, that Samuel B. Chandler as Sheriff of said County of St. Clair make, execute and deliver to William C. Kinney the Complainant in said Bill, a deed for the lands and tenements in the said Bill of Complaint and herein before mentioned and described, thereby conveying to the said William C. Kinney all the right, title, interest and estate which the said Thomas Hempstead deceased had in and to the same at the time of the execution of the mortgage to the President, Directors and Company of the Bank of Missouri herein before and in said Bill referred to. And it is ordered by the Court, that the Complainant pay the Costs of this Suit.

And now here Cornelia Hempstead one of the Defendants prays an appeal, which is allowed to her upon entering into bond to the Complainant with J. S. D. Morrison her security in the sum of one hundred and fifty Dollars within thirty days from this day, conditioned according to Law.

State of Illinois
County of St. Clair

Thodore Engelmann

Clerk of the Circuit Court within and for the
County of St. Clair in the State of Illinois
herby certify, the foregoing to be and contain a
correct and Complete Copy of the Bill of Com-
plaint in the above entitled cause, together
with the Exhibits thereto which are on file;
also of the answers and replication, and of all
the proceedings, orders and decree of the said
Court thereon, as they appear on file and
of Record in my office.

In testimony
whereof I have hereunto signed
my name and affixed the
Seal of said Court at office
in the City of Belleville this
24th day of February A.D. 1851.

Thodore Engelmann

J. D. Williams

Supreme Court of Illinois

Mount Vernon Division By Wm. H. H. H. H.

And now this day comes the plain-
tiff in error by Korman his attorney and says
that there is manifest error in the record & proceedings
in the above entitled case and assigns the
following errors. -

~~1st. The record is to be corrected by~~
~~reversing the decree and setting it aside~~

1st The court ought to have rendered a decree in
favor of complainant upon the bills & pro-
ceedings & exhibits in the case. -

2. The court erred in ~~not~~ ordering a conveyance
of all the title & interest of defendant in
the premises.

3. The court erred in rendering a decree
against John C. St. Mother, a minor,
upon the bills, answers and exhibits.

G. Korman for plaintiff
in error. -

And the said J. D. Williams says that
in the record & proceedings in said cause there is
no error.

G. H. H. H.
for J. D. Williams

8812-10

John D. Wilson
& Wilson
Cornelia Thompson
Gift in our
bottom

or

John D. Wilson

Rec'd the

8812

6750
0.16
0.35
6.50
6.50

John D. Wilton & wife }
vs }
Wm C. Haring. }
Supreme Court
of Illinois
Nov. Term 1857.
Mount Vernon.

I do enter hereby my self security for costs
in this cause and acknowledge myself
bound to pay or cause to be paid, all costs
which may accrue in this action either to the
opposite party, or to any of the officers of this
Court, in pursuance of the laws of this
State. Dated this 15 Nov. 1857.

Guillermo Kaelmer

John D. Wilson
3 wife

or

Ann C. Finner

Bound for Forts.

Filed by leave of court
meane pro lene, the
long original filed
being casually lost.

Nov. 15. 1857.

Finner D. Fenton
Clerk

John D. Wilson & Cornelia Wilson

vs
Wm C. Kinney. —

This case is continued by consent of parties, the
defendant in Error entering his appearance, and
it is further understood that the said defendant
in Error be at liberty to present the records of such
exhibits, which he may claim as belonging to the case,
at the next term, and which are not on file in the case
now, and form no part of ^{the} record, which is now presented
by the plaintiff in error, leaving the question, whether
such exhibits, or records of exhibits belong to the case or
not, or whether they were actually exhibited in the
case, to be settled by the Court from the record ^{or other admissible proof} ~~now~~
presented by the plaintiff in Error, and if ^{decided} ~~settled~~
by the Court as belonging to the record, they are
to be considered at the hearing as a portion thereof. —

Gustavus Kiermer
for Wilson & wife
W. A. Kinney

Wilson & wife

on

Wm C. Kinney.

Agreement of
Parties.

Filed the 11th Nov^r

1851

H. D. Preston,
Clerk

State of Illinois, }
SUPREME COURT. } ss.

The People of the State of Illinois,

To the Sheriff of *St. Clair* County.

Because in the record and proceedings, and also in the rendition of

the judgment, of a plea which was in the Circuit Court of *St. Clair*

County, before the judge thereof, between *Lynum William C. Kinney*

Complainant and

John D. Wilson Cornelia Wilson (late Cornelia
Kernstad) *James F. Strother, Sarah Strother, John H. Strother, Theodora Strother,*
Alexander Hamilton & Samuel C. Chandler
Defendant, it is said that manifest error hath intervened to the injury of said *John D. Wilson*

& Cornelia Wilson

as we are informed by *this* 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

St. Louis

Springfield, 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 *William C. Kinney*

that *he* be and appear before the Justices of our said Supreme Court, at the next term of
said Court, to be holden at *St. Louis* *Springfield*, in said State, on the *2^d* Monday in

November next, to hear the records and proceedings aforesaid, and the errors as-

signed, 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 *Wm C. Kinney* notice together with

this writ.

Witness, the Hon. *Samuel H. Cook* Chief

Justice of our said Court, and the seal thereof, at *Spring- St*

Vernon field, this *14th* day *March*

in the year of our Lord, one thousand eight hundred and

five *one*

Wm C. Kinney D. Preston

Clerk of the Supreme Court.

• Supreme Court.

Wm. W. Wilson

+

Comelia Melson

Plaintiff in error,

et al.

vs.

Wm. C. Keim

Defendant in error,

Seire Facias.

Filed. 14th March

A.D. 1857

F. D. Preston

Att'y

Entered by Reading the within writ - to the within named William C. Keim on the 17th day of March A.D. 1857 John Brown att'y
for Wm C Keim

State of Illinois }
County of St. Clair. } In the St. Clair Circuit Court.
in a certain cause in Chancery
between William C. Kinney
Complainant and James F.
Stotter & others Defendants.

& together with other lands at Sheriff's sale made under &
by virtue of an Execution bearing date Feb'y 14. 1829 and
issued upon & --

I Theodore Engelmann Clerk of the Circuit
Court within & for the County of St. Clair and State of Illinois
hereby certify, the foregoing to be a correct Copy of that part
of the Bill of Complaint in the above entitled Cause,
which refers to the date of the execution in said Bill men-
tioned.

In testimony whereof I have herunto signed my
name & affixed the Seal of said Court at
Office this 15th day of November A.D.
1852. — Theodore Engelmann

John D. Wilson & wife

vs

(William C. Hinney)

Error to St. Clair

It is agreed by & between the
respective counsel in this case - That the date
of the Execution issued upon the judgment
in favor of the Bank of Missouri vs Thomas
Hempstead, as appears by the Record here
to bear date July 14. 1829. Shall be taken
and considered as bearing date the 14th
February 1829 which is the true date of
said Execution provided that the Court is
informed ^{before the rendition of judgment in this} by any person who has inspected
the original bill, that the Clerk
of the Circuit Court committed an error
as to the date of said Execution in copying
said bill.

Nov. 15. 1852

G. Humbull
for Def. in Error -

G. Baerns for
Plff in Error

Wilson & wife

by

James

Apprentices

of